PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298

February 17, 2015

Advice Letter 3500-G/4466-E

Meredith Allen
Pacific Gas and Electric Company
Senior Director, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

Subject: Pacific Gas and Electric Company Advice Letter 3500-G/4466-E, Mobilehome Park Utility Upgrade Program.

Dear Ms. Allen:

Pacific Gas and Electric Company (PG&E) Advice Letter 3500-G-B/4466-E-B and 3500-G-C/4466-E-C with a substitute sheet is approved effective August 29, 2014.

Decision (D.) 14-03-021 adopted a pilot program to encourage voluntary conversions of master-metered service at mobilehome parks to direct utility service. The decision also ordered certain California utilities, including PG&E, to implement the requirements of the program. Ordering Paragraph 9 required PG&E to file a Tier 2 Advice Letter (AL) for approval of new tariffs to establish a voluntary program that includes all of the Mobile Home Park (MHP) Program components in the Decision.

PG&E submitted AL 3500-G/4466-E on July 30, 2014, in compliance with D.14-03-021. As requested by Energy Division Staff, the AL was supplemented by ALs 3500-G-A/4466-E-A on September 25, 2014, 3500-G-B/4466-E-B on November 17, 2014, 3500-G-C/4466-E-C on December 22, 2014, and a substitute sheet on December 24, 2014. The supplements meet the requirements of Ordering Paragraph 9 of D. 14-03-021.

On August 19, 2014, the Western Manufactured Housing Communities Association (WMA) filed a protest. WMA withdrew its protest on August 22, 2014, after discussing its concerns with the utilities.

On August 19, 2014, the Californians for Renewable Energy (CARE) filed a protest to AL 3500-G/4466-E. CARE protests that the Decision failed to address the lack of transparency of construction costs of the MHP Program, and did not determine whether the MHP owner has the financial need to require ratepayers' assistances. The protest also objects to the contractor selection requirements stated in the Decision. The CARE protest raises issues based on the content and ordering paragraphs of D.14-03-021. CARE seeks to address these issues by way of protest to the Advice Letter. The issues would appropriately have been raised in the proceeding that resulted in the Decision. However, they are inappropriate for a protest of the Advice Letter that implements the decision. General Order 96-B excludes the types of issues raised by CARE. Section 7.4.2 specifically states that "a protest may not rely on policy objections to an advice letter where the relief requested in the advice letter follows rules or directions established by statute or Commission order applicable to the utility." CARE should have filed a petition for modification of D.14-03-021. As such, the CARE protest is invalid.

On September 15, 2014, the Office of Ratepayer Advocates (ORA) filed a late protest to AL 3500-G/4466-E. Energy Division (ED) directed PG&E to address the protest in supplements, and the protest is now moot. The supplemental ALs were not protested.

The ORA protest contained three sections. Section I of the ORA protest included issues concerning specific wording of ALs filed by other utilities and not of relevance to the wording in PG&E's AL.

Section II of the ORA protest states that vacant mobilehome park spaces should not be eligible for beyond-the-meter conversion work. Energy Division staff notes that only permitted spaces with Manufactured Housing units located in those spaces at the time of and up until completion of the MHP conversion are eligible for beyond-the-meter conversion under the program approved in D. 14-03-021. Any permitted space not occupied by the end of the specific park's conversion program will be subject to utility connection rules for beyond-the-meter work independent of the MHP Program. In its supplemental ALs 3500-G-A/4466-E-A, 3500-G-B/4466-E-B, and 3500-G-C/4466-E-C; PG&E addressed both of these issues by providing clarifying language to the AL.

Section III of the ORA protest recommended proportional adjustments to the Master Meter/Sub Meter Discounts. The proportional adjustment would correspond with the completion of conversions made prior to the completion of the entire park and cutover to the new system. D.14-03-021 requires the MHP owner operate and maintain the entire master-meter/submeter system until cutover to the new system. Since this protest relates to a situation (i.e. partial payment for partial conversion completion) that cannot occur under the terms of the Decision, the utility did not address this ORA concern. The protest is invalid because it relates to a situation that cannot occur under the terms of the Decision.

In summary, the issues raised in the WMA, CARE, and ORA protests were either moot, invalid, or withdrawn after discussions with the utility.

PG&E submitted ALs 3500-G-A/4466-E-A, 3500-G-B/4466-E-B, and 3500-G-C/4466-E-C as directed by staff to modify the language used in AL 3500-G-A/4466-E-A to incorporate the required changes necessary to fully comply with D. 14-03-021. These supplemental ALs were not protested. ALs 3500-G-B/4466-E-B and 3500-G-C/4466-E-C with a substitute sheet are approved.

Sincerely,

Edward Randolph

Edward Randolph
Director, Energy Division
California Public Utilities Commission

cc: Mark Pocta, Program Manager, Office of Ratepayer Advocates, Robert.Pocta@cpuc.ca.gov
Law Office of Anderson & Poole, Attorneys for the Western Manufactured Housing Communities Association, Epoole@adplaw.com
Michael E. Boyd, President, California for Renewable Energy, Inc. (CARE), michaelboyd@sbcglobal.net
David K. Lee, Energy Division, dkl@cpuc.ca.gov

Meredith Allen
Senior Director
Regulatory Relations

Pacific Gas and Electric Company
77 Beale St., Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

Fax: 415.973.7226

September 25, 2014

Advice 3500-G-A/4466-E-A
(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: **Supplemental: Establishment of the Mobilehome Park Conversion Program in Compliance with Decision 14-03-021**

PG&E hereby submits for filing the following changes to its tariffs. The revised tariff sheets are listed on Attachment 1 and are attached hereto.

Purpose

The purpose of this supplemental advice letter (AL) is to make minor changes to the tariff sheets submitted within Advice 3500-G/4466-E, filed on July 30, 2014, to clarify and to provide additional details consistent with Decision (D.) 14-03-021. These changes are made in accordance with General Order (GO) 96-B, General Rules 7.5.1, which authorizes utilities to make additional changes to an advice filing through a supplemental advice letter. This supplemental AL replaces the tariff sheets that PG&E originally filed in AL 3500-G/4466-E.

Background

On February 24, 2011, the California Public Utilities Commission (CPUC or Commission) opened Rulemaking (R.)11-02-018, to examine what the Commission can and should do to encourage the replacement by direct utility service of the master-meter/submeter systems that supply electricity, natural gas, or both to mobilehome parks (MHPs) located within the franchise areas of the investor-owned utilities (Utilities). Central to the Rulemaking is the question of how to ensure safe, reliable and fairly-priced delivery of electricity and/or natural gas to the residents of MHPs.

On March 14, 2014, the Commission issued D.14-03-021, approving a three-year "living pilot" with a goal to convert to direct service, approximately 10 percent of MHP residential spaces in each Utility's service territory. The decision concluded that replacement of MHP sub-metered systems both "to the meter" and "beyond the meter" was necessary for the new distribution system to function and provide MHP residents with utility service on par with that of other residential customers.

On July 30, 2014, PG&E filed Advice 3500-G/4466-E to comply with Ordering Paragraph 9 of D.14-03-021. After the filing, the Utilities hosted conference calls with

the Western Manufactured Housing Communities Association (WMA), the California Department of Housing and Community Development, the CPUC's Safety Enforcement Division, and the CPUC's Energy Division, to address any questions or concerns that they may have about the Advice Letters establishing the MHP Program. As a result of those discussions, PG&E is submitting this supplemental advice letter to provide clarity to the tariffs associated with the Mobilehome Park Utility Upgrade Program.

Tariff Revisions

PG&E is submitting the following revisions to the tariffs associated with the MHP Program to add clarity and specificity. Additionally, PG&E is attaching a redlined version (Attachment 2) of the tariffs for ease of comparison to the originally filed tariffs.

Program Name Change

- Sempra Utilities, on behalf of the Utilities participating in the MHP Program, conducted market research with MHP owners, managers and residents. The result of this market research was only made available after the July 30 filing date. SoCalGas and SDG&E conducted nine focus groups with MHP owners, managers and residents. Among the things tested was the name of the program which was filed as the Mobilehome Park Conversion Program on the various tariffs. Participants of the focus groups cautioned the Utilities on the interpretation of the term "conversion" which could have various negative connotations at the mobilehome parks. After conducting this research, the focus group moderator (from an independent market research firm), believed that "conversion" caused the participants to focus on the most troublesome part of the program such as the construction, inconvenience, interruption, and access issues. Having the name focused on the benefit may garner greater receptivity.

  The name "Mobilehome Park Utility Upgrade Program" tested very positive with the focus groups. It was more descriptive of what the program involved and the goal. It was focused on the benefits of having an "upgraded" system. Participants had a general positive reaction and there weren't any negative comments expressed when presented to the participants. The Utilities participating in the MHP Program all agree to revise the name of the program to the "Mobilehome Park Utility Upgrade Program." PG&E's is revising its Gas and Electric Rule 28, Form 79-1164 and Form 79-1165, to reflect this name change throughout the documents.

Mobilehome Park Utility Upgrade Program Rule (Electric and Gas Rule 28)

- In the Eligibility Section (Section C.1.d) of Gas Rule 28, the language states that MHPs operating on leased real property must have a lease agreement that will continue for a minimum of 20 years. The Utilities are adding additional language to

specify that the lease agreement must continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utility.

PG&E is also revising the language in Electric Rule 28, Section C.1.d, to reflect the language stated above and in Gas Rule 28. PG&E inadvertently submitted older language in Electric Rule 28 that was inconsistent with Gas Rule 28. The language in Section C.1.d in both the Electric and Gas versions of Rule 28 will be identical, as was intended.

- In the MHP Program Component Section (Section D.1.a.1), the CPUC Form of Intent is incorrectly referred to as the "Initial Application." The text is being revised to re-identify the form correctly as the CPUC "Form of Intent."

- In the MHP Application Section (Section D.2.a), PG&E is softening the language from "must" to "should" provide additional information if requested, to enable the utility to commence the engineering and planning phase of the program. The Utilities acknowledge that the MHP Owner/Operator is to use their "best efforts" to complete the MHP Application, and that the assigned Project Manager from the Utility will work with park owners on various aspects of the construction project including: assisting the park owner in completing the MHP Application, construction planning, contract execution, arranging onsite resident information meeting, construction project management, assisting in preparation and submittal of permit applications and answering all questions related to the program.

- In the Cutover of Service Section (Section D.5.b), the reference to the specific section of the MHP Agreement that discusses the discontinuance of the master-meter submetered discount is being revised from Section 5.11 (MHP Owner/Operation Responsibility) to the Utility's Responsibility section. In the MHP Agreement, the discontinuance of the master-meter discount was inadvertently placed under the MHP Owner Responsibility section when in fact it is the responsibility of the Utility. The Rule is being revised to reflect the relocation of this section in the MHP Agreement.

- In the Interaction with Other Tariffs Section (Section E.2.b) the language under the Rule 16 – Service Extension is being revised to state that the Utility will consult with the MHP Owner/Operator regarding the location of all meter and metering equipment and as approved by the Utility. A meter near the front of the mobilehome lots near the roadway is the preferred location of the meters, but the Utilities understand that there will be situations where this type of metering arrangement will not be feasible and will work with the MHP Owner/Operator to find a suitable location.

Mobilehome Park Utility Upgrade Program Application (MHP Application) (Form 79-1164)

- In the instruction sheet of the Application, moving the following paragraph that is at the bottom of page one to the second paragraph to state upfront that the MHP is receiving the MHP Application because they have been pre-selected to participate in the Program.

  "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 by the California Department of Housing and Community Development (HCD) or its local agency designee has pre-selected your MHP to participate in the MHP Program."

- On the second page of the instructions, the Utilities are adding a paragraph to acknowledge that the MHP Owner/Operator is to use their "best efforts" to complete the information being requested on the MHP Application, and that the assigned Project Manager from the Utility will assist the park owner in completing the MHP Application. The Application also states that incomplete information will not result in disqualification in the program, but may result in longer engineering time, excavation time, and other setbacks that may delay the overall project.

- In MHP Project Information Section (Section 1), revising the questions that delineate the count of MHP spaces to be more consistent with the language used in the CPUC Form of Intent.

- In the Current Utility Section (Section 4), adding the word "Master-Meter System" to clarify that the Application is requesting information regarding the utility that currently serves the master-meter system, and not individual stand-alone account that may also serve the MHP.

  Adding language to request information from the MHP Owner/Operator to ask if they are currently receiving gas or electricity through a third party [e.g. Community Choice Aggregator (CCA), Electric Service Provider (ESP), and/or a gas Core Transport Agent (CTA)] and if so, the name of the company. This information is needed because contractual agreements between the parties may prohibit or limit participation in the MHP Program, and the Utilities will need to address this, prior to any work being done under the MHP Program.

- In the Energy Usage/Load Information Section (Section 6.a), removing section that request typical appliances that can be found in a mobilehome.

  Revising text in Section 6.a.3 from "must" to "should" so that information about each streetlight located at the MHP "should" be noted on the Site Plans that are submitted with the Application.

- In Section 7, revising text from “must” to that the MHP Owner Operator “should use their best effort to” provide one copy of the document being requested in Section 7. This is consistent with the other revisions that require the MHP Owner/Operator to use their “best effort” to complete the application.

  In Section 7.1, List of Residents & Owners, the Utilities have agreed that at the time of the MHP Application submittal, the MHP Owner/Operator should provide a list of current residents and registered owners for each mobilehome/manufactured housing unit on a lot within the MHP, including their contact information to the Utility. If the list is unavailable, at a minimum, the MHP Owner must provide a list of addresses for the residents of the MHP and the name and mailing information of the registered owners for each mobilehome/manufactured housing unit on a lot within the MHP which will be used for the outreach activities for the MHP residents. 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.

- In Section 10, Next Steps, revising language regarding the metering points for the MHP, such that the Utilities will consult with the MHP Owner/Operator to determine a suitable location for the meters within the MHP and with the Utilities having final approval of the location. This language is consistent with the revisions being proposed in the Rules.

- In Attachment A, Additional Documentations, adding language consistent with the previous revisions being requested to state that the MHP should use their “best effort” to provide the information requested and that at a minimum the MHP must provide a list of addresses for the residents of the MHP.

Mobilehome Park Utility Upgrade Program Agreement (MHP Agreement) (Form 79-1165)

- In section 1.3, revising language describing eligible mobilehome spaces (MH-Spaces) for the MHP Program. The language now states that the number of MH-Spaces that will be eligible for conversion to direct Utility services shall be equal to the number of occupied residential MH-Spaces within the MHP that currently receive a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MH-Spaces designated on the MHP Application that are currently able to receive gas service from the existing master-meter/submetered system (legacy system).

- In Section 1.4, the language states that MHPs operating on leased real property must have a lease agreement that will continue for a minimum of 20 years. The Utilities are adding additional language to specify that the lease agreement must continue for a minimum of 20 year from the time that the MHP Agreement is

executed by the Utility. This language is consistent with the revisions being proposed in the Rules.

- In Section 3.2, adding “and the Commission,” to state that PG&E and the Commission encourages consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs as stated in D.14-03-21.[1]

- In Section 4.1, revising language to reflect that the selected contractor will perform “Beyond-the-Meter” work for both the MH-Spaces and the common area. The current language states that the contractor will perform the “Beyond-the-Meter” work to the MH-Spaces. Replacing “to the MH-Space” with “at the MHP.”

- In Section 5.2.1, revising incorrect reference to current Service Extension Rules which is Rule 16 and not Rule 17 as incorrectly stated.

- In Section 5.5.3 clarifying the language so that request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities, where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP’s Rules and Regulations.

- In Section 5.7, Permits, adding clarifying language regarding which permits will be acquired by the Utility and which permits are the responsibility of the MHP Owner/Operator.

  In addition, adding language to state that the work performed by the MHP Owner/Operators contractor will include submittal of permit to the appropriate agency which is reimbursable under the MHP Program, and that the Utilities may assist the MHP Owner/Operator in preparation and submittal of all other permits, but the fees for such permit not covered under the MHP Program must be paid for by the MHP Owner/Operator.

- In Section 5.9.4, adding additional language to state that, if a complete list of MH residents with contact information was not provided with the MHP Application, that it must be submitted with the MHP Agreement in Attachment A. This language is consistent with the revisions being proposed in the MHP Application.

- Adding Section 5.10.2 to state that the MHP Owner/Operator will work cooperatively with the Utility to resolve construction issues that may arise during the project, such as providing an acceptable site for storage of PG&E’s construction materials and equipment during the project.

[1] Page 49 of D.14-03-021.Section 4.3.2 Pilot Program Components, Construction.

- In Section 5.11.4, removing paragraph that discusses the discontinuance of the master-meter submetered discount and moving it to Section 6.6.3. The discontinuance of the master-meter submetered discount is the Utility's responsibility (Section 6) and it was inadvertently placed under the MHP Owner's responsibility section (Section 5).

- Section 6.1.3, revising the language regarding the metering points for the MHP, such that the Utilities will consult with the MHP Owner/Operator to determine a suitable location for the meters within the MHP and with the Utilities having final approval of the location. This language is consistent with the revisions being proposed in the Rules and the MHP Application.

- Section 6.6.3 reinserting the paragraph that was removed in Section 5 regarding the discontinuance of the master-meter submetered discount and revising the text such that "if the cutover of all eligible MH-Spaces within an MHP is expected to take longer than 30 days, the utility may adjust the discount on a monthly basis, based upon the number of spaces that have been cutover to direct utility service. Upon conversion of all eligible MH-Spaces within the MHP, the utility will terminate the discount in its entirety."

- Attachment A, Documents and Declarations – Adding language that is consistent with the previous revisions being requested to state that if the MHP is operated on leased real property, a copy of the lease agreement must be provided showing that the lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utilities. In addition, adding language that states that a complete list of MH residents with contact information must be included with Attachment A, if it was not provided with the MHP Application.

- Attachment B, Contractor Selection – Adding "and the Commission," to state that PG&E and the Commission encourages consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs as stated in D.14-03-21.[2]

- Attachment C, Table 2.1, relabeling "Table 2-1" to "Table C-1" and revising description to clarify that incremental service modification to the individual MH-Spaces can only be requested by the MH resident where the MHP lots are owned by the resident residing on the lot. All other requests for service modification or relocation must come from the MHP Owner/Operator.

- Attachment D – Adding clarifying language to state that requests for service modification or relocation in MHP where the lots are not owned by the resident

[2] Page 49 of D.14-03-021, Section 4.3.2, Pilot Program Components, Construction.

residing on the lot (leased or rented spaces) must come from the MHP Owner/Operator.

- Attachment E – Adding clarifying language to state that request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities, where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rules and Regulations. Such requests are documented in Attachment E.

Protests

PG&E is requesting a shortened protest period for this supplemental Advice Letter.[3] Anyone wishing to protest this advice letter may do so by letter sent via U.S. mail, facsimile or E-mail, no later than October 6, 2014, which is 11[4] days after the date of this submission. Protests are limited to the revisions being made in this supplemental Advice Letter. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Meredith Allen
Senior Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

[3] GO 96-B, section 1.3
[4] The shortened 10-day protest period concludes on a weekend, therefore, PG&E is moving this date to the following business day.

Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter. (General Order 96-B, Section 7.4.) The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

PG&E requests that this Tier 2 supplemental advice letter become effective concurrent with Advice Letter 3500-G/4466-E.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service list for R.11-02-018. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submissions can also be accessed electronically at: http://www.pge.com/tariffs

_____/S/_____
Meredith Allen
Senior Director, Regulatory Relations

Attachments

cc: Service List R.11-02-018

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY
ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 M)**

Utility type:	Contact Person: Jennifer Wirowek
☑ ELC ☑ GAS	Phone #: (415) 973-1419
☐ PLC ☐ HEAT ☐ WATER	E-mail: J6WS@pge.com and PGETariffs@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **3500-G-A/4466-E-A** **Tier: 2**

Subject of AL: **Supplemental: Establishment of the Mobilehome Park Conversion Program in Compliance with Decision 14-03-021**

Keywords (choose from CPUC listing): Compliance, Mobile Home Parks, Rules, Forms

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: D. 14-03-021

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

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

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: _____

Resolution Required? ☐Yes ☑No

Requested effective date: **Upon Commission approval** No. of tariff sheets: **24**

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: **New Gas Rule 28 (Mobilehome Park Utility Upgrade Program), New Electric Rule 28 (Mobilehome Park Utility Upgrade Program), New Gas and Electric Sample Form 79-1164 and New Gas and Electric Sample Form 79-1165**

Service affected and changes proposed: **New Gas Rule 28 (Mobilehome Park Utility Upgrade Program), New Electric Rule 28 (Mobilehome Park Utility Upgrade Program), New Gas and Electric Sample Form 79-1164 and New Gas and Electric Sample Form 79-1165**

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

Protests, dispositions, and all other correspondence regarding this AL are due no later than 11[1] days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

California Public Utilities Commission
Energy Division
EDTariffUnit
505 Van Ness Ave., 4th Flr.
San Francisco, CA 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company
Attn: Meredith Allen
Senior Director, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com

[1] The shortened 10-day protest period concludes on a weekend, therefore, PG&E is moving this date to the following business day.

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
31491-G	GAS RULE NO. 28 MOBILEHOME PARK UTILITY UPGRADE PROGRAM Sheet 1	
31492-G	GAS RULE NO. 28 MOBILEHOME PARK UTILITY UPGRADE PROGRAM Sheet 2	
31493-G	GAS RULE NO. 28 MOBILEHOME PARK UTILITY UPGRADE PROGRAM Sheet 3	
31494-G	GAS RULE NO. 28 MOBILEHOME PARK UTILITY UPGRADE PROGRAM Sheet 4	
31495-G	GAS RULE NO. 28 MOBILEHOME PARK UTILITY UPGRADE PROGRAM Sheet 5	
31496-G	GAS RULE NO. 28 MOBILEHOME PARK UTILITY UPGRADE PROGRAM Sheet 6	
31497-G	GAS RULE NO. 28 MOBILEHOME PARK UTILITY UPGRADE PROGRAM Sheet 7	
31498-G	GAS SAMPLE FORM 79-1164 MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION Sheet 1	
31499-G	GAS SAMPLE FORM 79-1165 MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT Sheet 1	

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
31500-G	GAS TABLE OF CONTENTS Sheet 1	31338-G
31501-G	GAS TABLE OF CONTENTS Sheet 6	31336-G*
31502-G	GAS TABLE OF CONTENTS Sheet 9	31396-G

GAS RULE NO. 28

Sheet 1 (N)

MOBILEHOME PARK UTILITY UPGRADE PROGRAM (N)

A. PURPOSE: Pursuant to the California Public Utility Commission's (CPUC or Commission) Decision (D.)14-03-021, PG&E is offering the Mobilehome Park Utility Upgrade Program ("MHP Program") as a voluntary three-year living pilot program to convert approximately 10 percent of eligible master-metered submetered Mobilehome Parks or Manufactured Housing Communities (MHP) spaces within PG&E's service territory. Subject to the requirements set forth in this Rule, all eligible submetered spaces (including both "To-the-Meter" and "Beyond-the-Meter"), and common use services within the entire MHP will be converted from master-metered natural gas distribution service to direct PG&E distribution and service (Distribution System). (N)

B. APPLICABILITY: The MHP Program is available to all eligible MHPs within PG&E's service territory as defined in Section C. 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 PG&E.

   a. Receive natural gas through a single master-meter, own and operate the distribution system with associated sub-meters, and furnish natural gas to residents.
   b. Take natural gas service under one of the following rate schedules:
      - Gas Schedule GT
      - Gas Schedule GTL
   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 PG&E.
   e. Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

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:

   - 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" ["CPUC's Form of Intent"]; and
   - The "Mobilehome Park Utility Upgrade Program Application" ["MHP Application"] (Form 79-1164); and
   - The "Mobilehome Park Utility Upgrade Program Agreement" ["MHP Agreement"] (Form 79-1165). (N)

(Continued)

GAS RULE NO. 28

Sheet 2 (N)

MOBILEHOME PARK UTILITY UPGRADE PROGRAM (N)

D. MHP PROGRAM COMPONENTS: (N)

1. CPUC's Form of Intent

CPUC's Form of Intent will be accepted January 1, 2015, through March 31, 2015 (90-day period). The MHP Owner/Operator must complete and submit the CPUC's Form of Intent concurrently to both the Safety Enforcement Division (SED) of the CPUC and PG&E. 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's 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. MHPs whose CPUC's Form of Intent are accepted and prioritized by SED and HCD will be considered pre-qualified.

2) PG&E will receive a list of pre-qualified MHP Initial Applications from SED and HCD. PG&E will then contact the MHPs with the highest priority to participate in the MHP program until the program goal is achieved. PG&E 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.

2. MHP Application

a. After an MHP has been preliminarily contacted by PG&E to participate in the MHP Program, the MHP Owner/Operator will be provided with the MHP Application. The MHP Application requests additional information that the MHP Owner/Operator should provide to enable PG&E 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, PG&E will commence engineering and planning a new MHP distribution system.

3. MHP Agreement

a. After PG&E has engineered and planned the new MHP distribution system and PG&E has received the name of the MHP's Contractor and the cost for the "Beyond-the-Meter" work, PG&E 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 gas facilities, 4) the execution of the MHP Agreement. (N)

(Continued)

GAS RULE NO. 28

Sheet 3 (N)

MOBILEHOME PARK UTILITY UPGRADE PROGRAM (N)

D. MHP PROGRAM COMPONENTS: (Cont'd) (N)

4. Construction

   a. PG&E will perform or select a qualified, licensed contractor to perform all necessary "To-the-Meter" construction, plumbing, and/or gas work as set forth in this Rule, and the MHP Agreement.

   b. The MHP Owner/Operator selected Contractor will perform all necessary "Beyond-the-Meter" construction, and/or gas plumbing as set forth in this Rule, and the MHP Agreement.

5. Cutover of Service

   a. Cutover to direct service from PG&E 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 submetered discount will cease as described in the Utility's Responsibilities section of the MHP Agreement.

   c. MHP residents (tenants or owners of the Mobilehome) will become customers of PG&E and served in accordance with all applicable rates, rules and conditions set forth in PG&E's existing Tariffs, except as otherwise noted in this Rule.

6. Ownership of Facilities After Conversion

   a. Upon cutover to direct service, PG&E will own, operate, and maintain all of the "To-the-Meter" gas distribution and service systems within the MHP in accordance with all applicable rates, rules and conditions set forth in PG&E existing Tariffs.

   b. The MHP Owner/Operator or MH Owner shall own, operate and maintain all "Beyond-the-Meter" facilities in accordance with State and local jurisdictional codes and ordinances.

   c. PG&E shall have no liability for the MHP submetered system (referred to as legacy systems), or the "Beyond-the-Meter" infrastructure installed during conversion. The MHP Owner/Operator will hold harmless, defend and indemnify the Utility from all causes of action or claims arising from or related to these systems.

7. Safety

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

(Continued)

GAS RULE NO. 28
MOBILEHOME PARK UTILITY UPGRADE PROGRAM

Sheet 4 (N)
(N)

D. MHP PROGRAM COMPONENTS: (Cont'd) (N)

8. Reimbursement to MHP Owner/Operator

PG&E will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for "Beyond-the-Meter" construction covered by the MHP Program. These expenditures shall not include costs relating to any modification or retrofit of the Mobilehome, costs associated with "Beyond-the-Meter" cost to serve common areas, 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. The amount eligible for reimbursement will be stated in the MHP Agreement.

9. Payment to PG&E

a. 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 PG&E prior to or included with the submittal of the MHP Agreement in order for the construction phase to begin.

E. INTERACTION WITH OTHER TARIFFS:

1. MHP Residents

Upon conversion, MHP residents will be subject to PG&E's effective Tariffs, which can be found at www.pge.com/tariffs, with the following exceptions:

a. Gas Rules 7– Deposit: Existing MHP residents who become customers of PG&E through the MHP Program will be deemed "grandfathered" into their PG&E 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 Gas Rules 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/submeter distribution system and become customers of PG&E 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. (N)

(Continued)

GAS RULE NO. 28

Sheet 5 (N)

MOBILEHOME PARK UTILITY UPGRADE PROGRAM (N)

E. INTERACTION WITH OTHER TARIFFS: (Cont'd) (N)

1. MHP Residents (Cont'd)

   c. Medical Baseline Allowance – Existing MHP residents who receive a medical baseline allowances through the MHP master-meter/submeter distribution system and become customers of PG&E 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 Rules (Rule 19) 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.

2. MHP Owner/Operator(s)

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

   a. Gas Rules 15 – Distribution Extension: Because PG&E will design and install the new Distribution Line/Main Extension, at no cost to the MHP Owner/Operator, sections in Gas Rules 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. Gas Rules 16 – Service Extension: Because PG&E will design and install the new Service Extension, at no cost to the MHP Owner/Operator, sections in Gas Rules 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 Gas 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 PG&E. (N)

(Continued)

GAS RULE NO. 28

Sheet 6 (N)

MOBILEHOME PARK UTILITY UPGRADE PROGRAM (N)

F. DEFINITIONS and ACRONYMNS: (N)

Certain specific terms used in this Rule are defined below. Additional definitions for more widely used terms in PG&E's tariffs are also found in Electric and Gas Rule 1

1. MHP AGREEMENT – The Mobilehome Park Utility Upgrade Agreement (Form 79-1165).

2. BEYOND-THE-METER (Gas) – Gas "Beyond-the-Meter facilities include the gas equipment to establish the Service Delivery Point as identified in the "Required Service Equipment" of Gas Rule 16, along with the infrastructure necessary to complete the extension of facilities from the gas metering facility to the mobilehome exterior line stub The Utility will not be responsible for any part of the point of connection material, including labor, or any work that would require an alteration permit. Beyond-the-Meter facilities are the responsibility of the MHP Owner/Operator or the mobilehome owner. The mobilehome exterior line stub outlet will continue to be part of the mobilehome and be the responsibility of the MH Owner.

3. COMMON USE AREA – Designated building(s), areas, or facilities within an MHP that is (are) intended to be used by all the park residents or the MHP Owner/Operator. Energy costs for servicing the common area are paid for by the MHP Owner/Operator.

4. 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 C of Decision14-03-021).

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 – See Rule 1.

9. MOBILEHOME SPACE (MH-Space) – Designated area within a Mobilehome Park that is owned, rented, or held out for rent, to accommodate a mobilehome used for human habitation. (N)

(Continued)

GAS RULE NO. 28
Sheet 7 (N)

MOBILEHOME PARK UTILITY UPGRADE PROGRAM (N)

F. DEFINITIONS and ACRONYMNS: (Cont'd) (N)

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 mobilehome park under a rental agreement or who lawfully occupies a mobilehome.

12. SED – California Public Utilities Commission's Consumer Safety and Enforcement Division: The SED has safety oversight of electric and communications facilities, natural gas and propane gas systems, railroads, light rail transit systems, 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 (Gas) – Where PG&E's Service Facilities are connected to Applicant's pipe (house line), normally adjacent to the location of the meter.

14. TO-THE-METER (Gas) – Gas "To-the-Meter" facilities include all gas facilities (e.g. connection fittings, pipe, valves, riser, regulator and meters) including substructures necessary to complete the gas distribution line and service extensions to the Service Delivery Point, and will be owned, maintained and operated by PG&E.

15. MHP APPLICATION – The joint Utilities' Mobilehome Park Utility Upgrade Application (Form 79-1164). (N)

GAS SAMPLE FORM 79-1164 Sheet 1 (N)
MOBILEHOME PARK (N)
UTILITY UPGRADE PROGRAM APPLICATION (N)

Please Refer to Attached
Sample Form

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION

Date of Issuance: _____

In accordance with California Public Utilities Commission (CPUC or Commission) Decision (D.) 14-03-021, and subject to the requirements of the Mobilehome Park Utility Upgrade Program Rule (MHP Rule[1]), the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Utility Upgrade 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 Utility[2] 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/sub-meter system to direct Utility service, upon acceptance of the MHP into the MHP Program. Under the MHP Program, each Utility will only provide service conversion for the commodity (electricity and/or natural gas) that the Utility currently provides to the MHP. After the completion of the service conversion, the Utility will provide direct service to each individual Mobilehome (MH) space and the MHP common areas. Upon request, the Utility may provide to the MHP a new electric or gas utility service that is not currently being supplied by the Utility, provided that; 1) the Utility offers the requested electric or natural gas service in that territory; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be governed by the existing Distribution and Service Extension Rules in the Utility's Tariff and would not be included in the MHP Program.

Electric Service	Natural Gas Service	
☐	N/A	***Bear Valley Electric Service***
☐	N/A	***Liberty Utilities*** (CalPeco Electric)
☐	☐	***Pacific Gas and Electric Company***
☐	N/A	***Pacific Power,*** *a Division of PacifiCorp*
☐	☐	***San Diego Gas and Electric Company***
☐	N/A	***Southern California Edison Company***
N/A	☐	***Southern California Gas Company***
N/A	☐	***Southwest Gas Corporation***

[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 UPGRADE PROGRAM APPLICATION

The purpose of this Mobilehome Park Utility Upgrade 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.

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.

This Application has been developed as part of the CPUC's regulatory process, and conforms to CPUC D.14-03-021. The Application has been approved by the Commission as a required component of the MHP Program, and may not be waived, altered, amended or modified, except as authorized by the CPUC. This Application at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

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

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

San Diego Gas and Electric Company
Attn: MHP Program, CP62A
8306 Century Park Ct.
San Diego, CA 92123-1530

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

Southern California Edison Company
MHP Utility Upgrade Program
3 Innovation Way, 3rd Flr - 365 J
Pomona, Ca 91768

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

Southern California Gas Company
Attn: MHP Program, GT-10G4
555 W 5Th St
Los Angeles, CA 90013-1034

Pacific Power
300 S. Main
Yreka, CA 96097

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

MOBILEHOME PARK
UTILITY UPGRADE 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 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

☐ All units on common single parcel ☐ Units on individual parcels
☐ Common use shared ownership ☐ 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 UPGRADE 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 (The individual(s) who will 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 UPGRADE 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: _____

Current Gas Service Account Number	Current Rate Schedule

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	**Gas**
☐ Master-Meter/Sub-Meter Electric	☐ Master Meter/Sub-Meter Gas
☐ Master Electric Meter, no Sub-Meter	☐ Master Gas Meter, no Sub-Meter
☐ Other:_____	☐ 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

Proposed MHP Space Main Switch Size
(Meter Panel and Service Termination Enclosure) 100 Amps
Service will be provided at single phase, 120/240 volts

Average square footage of Mobilehome: _____

Largest square footage of Mobilehome: _____

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION

2) Common Use Area

Common Use Area Electric Service: #___1___ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

☐ Lift Station (_____HP) ☐ MHP Office (_____KW)
☐ Street Lights (_____KW) ☐ Swimming Pool (_____KW)
☐ Club House (_____KW) ☐ Area Lighting (_____KW)
☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site (_____KW)
☐ Others _____ (_____KW)

Common Use Area Electric Service: #___2___ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

☐ Lift Station (_____HP) ☐ MHP Office (_____KW)
☐ Street Lights (_____KW) ☐ Swimming Pool (_____KW)
☐ Club House (_____KW) ☐ Area Lighting (_____KW)
☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site (_____KW)
☐ Others _____ (_____KW)

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

3) Streetlighting

☐ Streetlights to be served under general service rates with common use areas

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

Lamp Type: # ____1_____
☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor
☐ Mercury Vapor ☐ Metal Halide
☐ Incandescent ☐ LED
☐ Other _____

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

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

How are streetlights currently served?
☐ Served directly from Master meter account
☐ Served from MH sub-meter, or MH pedestal
☐ 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.

If Street Lighting to be separated from common use load and served unmetered under an applicable streetlight rate schedule, what rate schedule is being requested? _____

4) Self-Generation – Is there currently any self-generation (e.g. photovoltaic or wind generation) equipment servicing the common areas of the MHP?

☐ Yes (Size of system _____ KW) ☐ No

5) Electric Vehicle Charging Station – Is there currently an Electric Vehicle Charging Station located at the MHP?

☐ Yes (Charger size _____ kW) ☐ No

b. Natural Gas Load Information (if applicable)

Natural Gas Load Information: *Natural gas will be delivered at the Utilities standard service delivery pressure per Rule 2.*

Requests for elevated service delivery pressure require the Utilities' review and approval. If granted, elevated service delivery pressure may be reduced at any time due to the Utility operational needs. Special Facilities and cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local Utility office and refer to Gas Rule 2. (MBtu/h = 1,000 Btu/h)

1) Mobilehome Gas Appliances:

Gas will be provided to individual Mobilehomes at the Utility's standard delivery pressure for residential service per Rule 2.

Typical appliances that can be found in a Mobilehome: (check all that apply)

☐ Gas Range -
☐ Water Heater
☐ Gas Oven
☐ On-Demand Water Heater
Btu rating: _____

☐ Laundry Dryer -
☐ Spa
☐ Furnace
☐ Other gas loads:
_____

2) Common Use Area

Common Use Area Gas Service: #__1___ Description: _____

Gas Service Delivery Pressure Requested:
☐ Standard delivery pressure
☐ Other (_____psig)

Gas appliances that can be found in common use areas: (check all that applies)

☐ Gas Range - Btu rating: _____
☐ Water Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____
☐ On-Demand Water Heater
Btu rating: _____
☐ Other gas loads _____
Btu rating: _____

☐ Laundry Dryer- Btu rating: _____
☐ Pool/Spa Heater- Btu rating: _____
☐ Furnace- Btu rating: _____
☐ Outdoor Gas Heaters
Btu rating: _____

Common Use Area Gas Service: #__2___ Description: _____

Gas Service Delivery Pressure Requested:
- ☐ Standard delivery pressure
- ☐ Other (_____psig)

- ☐ Gas Range - Btu rating: _____
- ☐ Water Heater- Btu rating: _____
- ☐ Gas Oven- Btu rating: _____
- ☐ On-Demand Water Heater Btu rating: _____
- ☐ Other gas loads _____ Btu rating: _____
- ☐ Laundry Dryer- Btu rating: _____
- ☐ Pool/Spa Heater- Btu rating: _____
- ☐ Furnace- Btu rating: _____
- ☐ Outdoor Gas Heaters Btu rating: _____

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

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 & Owners: A complete list of current residents and registered owners 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 owner 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 owner 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.

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 engineering, planning, and construction phases of the conversion.

8. Planning, Engineering and Construction

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

The Planning, Engineering, and Construction terms and conditions of the MHP Program are detailed in the MHP Agreement. Information regarding Planning, Engineering, and Construction terms and conditions will be given to the MHP Owner/Operator at the time the metering points are provided. The MHP Agreement will 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 engineering and design of the new electric and/or gas distribution system. The Utility will consult with the MHP Owner/Operator to determine the location of the metering points for the MHP, with the Utility having final approval of the location of all meter(s), 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 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 OF THE CONTRACTOR SELECTED BY THE MHP OWNER/OPERATOR. IN THE EVENT THE UTILITY AND THE MHP OWNER/OPERATOR DO NOT AGREE, THEY MUST CONSULT WITH SED TO RESOLVE THE DISPUTE.

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

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

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

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

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

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION

12. MHP Owner/Operator Certification

I hereby declare under penalty of perjury that I am the person[4], 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 UPGRADE 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	Documents
	☐	List of Residents & Owners: A complete list of current residents and registered owners for the 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 and registered owner 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.
☐	☐	Service Documents: Detailed engineering drawings, as-built drawings, maps, and any other such records as may be necessary to ensure a complete record of the installation and location of the MHP's existing distribution system.
☐	☐	Single Line Diagram: For facilities with Self-Generation provide a single line diagram(s) showing the location of the generation and how it is currently connected to the MHP electrical system.
☐	☐	Additional Infrastructure: Detailed substructure engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the park, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.
☐	☐	Site Plan: Detail scaled drawing of MHP showing roads, sidewalks, driveways, MH-Space locations, streetlights, sprinkler controls, location of fire hydrants, common area facilities, electric vehicle charging stations, self-generation systems, other structures, and proposed future improvements. For electrical equipment, please provide load information on site plan or reference Common Use Area Service Number(s) found on Section 6 and Attachment B.
☐	☐	Tract Map: Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.

Attach appropriate documents to Attachment A

MHP Owner/Operator Initials _____

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION
Attachment B – Additional Information

Attachment B of this Application is used to document additional information regarding accounts and load information that are in excess of what can be documented on the MHP Application. Attachment B is being used to provide the following: (check all that applies)

- ☐ Electric Service Account Information
- ☐ Natural Gas Service Account Information
- ☐ Electric Common Use Area Services Information
- ☐ Streetlight Lamp Type
- ☐ Gas Common Use Area Services Information
- ☐ No additional information, beyond what is provided in the MHP Application

1. Electric Service Account Information:

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

Current Electric Service Account Number	Current Rate Schedule

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION
Attachment B – Additional Information

2. Natural Gas Service Account Information:

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

Current Gas Service Account Number	Current Rate Schedule

MOBILEHOME PARK
UTILITY UPGRADE 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: _____

- ☐ Lift Station (_____HP)
- ☐ MHP Office (_____KW)
- ☐ Street Lights (_____KW)
- ☐ Swimming Pool (_____KW)
- ☐ Club House (_____KW)
- ☐ Area Lighting (_____KW)
- ☐ Sprinkler/Irrigation Controls (must be metered)
- ☐ Park Site (_____KW)
- ☐ Others _____ (_____KW)

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

- ☐ Lift Station (_____HP)
- ☐ MHP Office (_____KW)
- ☐ Street Lights (_____KW)
- ☐ Swimming Pool (_____KW)
- ☐ Club House (_____KW)
- ☐ Area Lighting (_____KW)
- ☐ Sprinkler/Irrigation Controls (must be metered)
- ☐ Park Site (_____KW)
- ☐ Others _____ (_____KW)

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

- ☐ Lift Station (_____HP)
- ☐ MHP Office (_____KW)
- ☐ Street Lights (_____KW)
- ☐ Swimming Pool (_____KW)
- ☐ Club House (_____KW)
- ☐ Area Lighting (_____KW)
- ☐ Sprinkler/Irrigation Controls (must be metered)
- ☐ Park Site (_____KW)
- ☐ Others _____ (_____KW)

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

- ☐ Lift Station (_____HP)
- ☐ MHP Office (_____KW)
- ☐ Street Lights (_____KW)
- ☐ Swimming Pool (_____KW)
- ☐ Club House (_____KW)
- ☐ Area Lighting (_____KW)
- ☐ Sprinkler/Irrigation Controls (must be metered)
- ☐ Park Site (_____KW)
- ☐ Others _____ (_____KW)

MOBILEHOME PARK
UTILITY UPGRADE 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)

Lamp Type:# _____

☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor
☐ Mercury Vapor ☐ Metal Halide
☐ Incandescent ☐ LED
☐ Other _____

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

Lamp Type:# _____

☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor
☐ Mercury Vapor ☐ Metal Halide
☐ Incandescent ☐ LED
☐ Other _____

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

Lamp Type:# _____

☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor
☐ Mercury Vapor ☐ Metal Halide
☐ Incandescent ☐ LED
☐ Other _____

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

Lamp Type:# _____

☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor
☐ Mercury Vapor ☐ Metal Halide
☐ Incandescent ☐ LED
☐ Other _____

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

Lamp Type:# _____

☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor
☐ Mercury Vapor ☐ Metal Halide
☐ Incandescent ☐ LED
☐ Other _____

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

MOBILEHOME PARK
UTILITY UPGRADE 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: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____ ☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____ ☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____ ☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater Btu rating: _____ ☐ Outdoor Gas Heaters Btu rating: _____
☐ Other gas loads _____ Btu rating: _____

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____ ☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____ ☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____ ☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater Btu rating: _____ ☐ Outdoor Gas Heaters Btu rating: _____
☐ Other gas loads _____ Btu rating: _____

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____ ☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____ ☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____ ☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater Btu rating: _____ ☐ Outdoor Gas Heaters Btu rating: _____
☐ Other gas loads _____ Btu rating: _____

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____ ☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____ ☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____ ☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater Btu rating: _____ ☐ Outdoor Gas Heaters Btu rating: _____
☐ Other gas loads _____ Btu rating: _____

GAS SAMPLE FORM 79-1165 Sheet 1 (N)
MOBILEHOME PARK (N)
UTILITY UPGRADE PROGRAM AGREEMENT (N)

Please Refer to Attached
Sample Form

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT

This Mobilehome Park Utility Upgrade Program Agreement ("Agreement") is made and entered into by and between _____ ("MHP Owner/Operator"), a _____ organized and existing under the laws of the state of _____, and the Utility, "Pacific Gas and Electric Company" ("PG&E" or "Utility"), a corporation organized and existing under the laws of the state of California. MHP Owner/Operator and PG&E may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, PG&E offers a pilot program under the direction of the California Public Utilities Commission ("CPUC" or "Commission") pursuant to Decision 14-03-021 whereby master-metered/submetered Mobilehome Parks ("MHP") may elect to convert to direct utility service, with costs for "To-the-Meter" and "Beyond-the-Meter" work to be borne by PG&E (MHP Program).

WHEREAS, MHP Owner/Operator desires to convert the master-metered/submetered utility system(s) in its MHP to direct service from PG&E 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 agree to be bound by the terms and conditions set forth herein, incorporated herein by reference, and the requirements of Electric and Gas Rule 28 ("MHP Rules"). This Agreement and the MHP Rules shall govern the conversion of the entire private electric and/or natural gas distribution system servicing the MHP to direct PG&E 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 PG&E 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 (CPUC or Commission's) "Form of Intent" and the MHP Application (Form 79-1164), and continue to be bound by the terms set forth in those documents.

1.3. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of occupied residential MH-Spaces within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MH-Space that are designated on the MHP Application that are currently able to receive electric and/or gas service from the existing master-metered/submete system (Legacy System)

1.4. 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).

1.5. This Agreement Commission conforms to Decision 14-03-021 and has been approved by the CPUC for use between PG&E 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 at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

2. Representations

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

2.2. Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she is authorized to act as signatory for such 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 regulations, laws, City and County ordinances and recognized professional standards.

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 PG&E.

3.2. If requested by either party, a post engineering meeting can be requested prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the Contractor's bid to perform the "Beyond-the-Meter" work. PG&E and the Commission encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. PG&E reserves the right to withdraw the MHP space approval for the MHP, and may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs as specified in Section 10 of this Agreement.

3.3. Agreements and documents shall be mailed to:

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

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 PG&E on such selection. The MHP Owner/Operator shall provide in Attachment B, attached hereto and incorporated herein, information about the selected contractor

5. MHP Owner/Operator Responsibilities

5.1. The MHP Owner/Operator will continue to have sole responsibility for compliance with all applicable laws governing Mobilehome Parks and compliance with the MHP's own Rules and Regulations.

5.2. Easements

5.2.1. The MHP Owner/Operator shall provide or assist in obtaining rights-of-ways or easement as required by the Utility's Distribution and Service Extension Rules (Rule 15 & 16) and Decision 14-03-021.

5.2.2. PG&E shall at all times have the right to enter and leave the park for any purpose connected with the furnishing of electric /gas service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, and under all applicable PG&E tariffs.

5.3. Engineering and Planning – Electric Distribution System

5.3.1. The "Beyond-the-Meter" electrical system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of service equipment. Required permits must be obtained and shall be available for inspection by the UTILITY.

5.3.2. PG&E will normally design and install a single phase, 120/240 volts, 100-ampere electric meter service equipment at each individual MH-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 PG&E's current Rules and Tariffs.

5.4. Engineering and Planning – Gas Distribution System

5.4.1. The "Beyond-the-Meter" gas system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of gas house lines. Required permits must be obtained and shall be available for inspection by the UTILITY.

5.4.2. PG&E will design and install a natural gas service line to deliver sufficient volume at PG&E'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 PG&E's current Rules and Tariffs.

5.5. Engineering and Planning – General

5.5.1. MHP Owner/Operator shall ensure that any proposal for "Beyond-the-Meter" work prepared or received by the MHP Owner/Operator is based on a full knowledge of all conditions that would affect the cost and conduct of the conversion. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to PG&E the physical conditions at the work site, including as applicable, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; the extent of established lines and levels.

5.5.2. MHP Owner/Operator will at all times own and is responsible for the "Beyond-the-Meter" utility service facilities.

5.5.3. Requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program can be made by the MHP Owner/Operator and such modifications and additional incremental costs, will be the sole responsibility of the MHP Owner/Operator. Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rule and Regulations. PG&E will process such requests under current applicable tariffs. Such requests for "To-the-Meter" services may require a separate service extension contract and

shall be done in accordance with the effective service extension tariff. To the extent not covered by separate contract, costs for such requests are shown in Attachments C, D and E, attached hereto and incorporated herein. All costs not covered by the MHP Program must be paid in full to PG&E prior to or with the submittal of the MHP Agreement in order for the construction phase to begin.

5.5.3.1. The MHP Owner/Operator, or its representative, is responsible to collect any and all fees associated with "To-the-Meter" service modifications that are not covered by the MHP Program that were requested on behalf of the MH-Owner and due to PG&E under the current Rules and Tariffs and forward those payments to the appropriate Utility.

5.5.3.2. "Beyond-the-Meter" service modifications that are not covered by the MHP Program, including installation costs that exceed the most cost-effective option (e.g. alternate routes or below ground installations), will not be eligible for reimbursement from PG&E.

5.5.3.3. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order that may require redesign and/or re-engineering. Additional redesigning and/or re-engineering costs will not be eligible for reimbursement from PG&E.

5.5.4. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by PG&E and/or the contractor. Temporary facilities may include, but is not limited to, storage sheds, decks, awning, car ports, or any facility that is not normally provided by the MHP. Relocation or removal of such items will not be eligible for reimbursement from PG&E.

5.5.5. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the park's common area, such as the office, clubhouse, laundry facilities, streetlights, etc., and their associated "Beyond-the-Meter" facilities. Utility meters will be installed to serve these facilities. MHP Owner/Operator will be responsible payment of Utility bills associated with such meters. Additional facilities that may be requested (e.g. streetlight fixtures) and associated energy charges for the common area facilities will be based on the applicable tariff and will not be eligible for reimbursement from PG&E.

5.6. Existing Distribution System (Legacy System)

5.6.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submeter system ("Legacy System") and continue to provide utility service to the MHP residents until cutover to the new direct PG&E service system. At all times, the Legacy System will remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (if required), decommissioning and any environmental remediation.

5.6.2. If the MHP has an existing propane gas distribution system, PG&E will, upon request, replace it with a natural gas distribution system, provided that; 1) the Utility offers natural gas service and the MHP is located within the franchise area that the Utility serves; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be replaced under the Utility's existing Distribution and Service Extension Rules (Rule 15 & 16) and would not qualify under the MHP Program.

5.7. Permits

5.7.1. Except for the routine, ministerial construction permits to be acquired by PG&E 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 not limited to, the following:

- Environmental and governmental agency permits.
- Caltrans permits.
- Railroad permits.
- HCD and/or local City and County building permits for electric and/or gas service work necessary to install new service delivery facilities including, but not limited to, gas house lines, electric meter pedestals, and terminations

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.

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

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 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 environmental, endangered species and cultural resources issues that are identified during the conversion will result in the immediate suspension of work at the MHP. The MHP Owner/Operator shall resolve these issues prior to work resuming at the MHP. MHP Owner/Operator may be granted additional time by PG&E to resolve environmental, endangered species and cultural resources

issues prior to completing the conversion, however, such time will not exceed the period of the MHP Program, unless approved by the CPUC.

5.9. Outreach and Education

5.9.1. The MHP Representative will be the liaison for the MHP Owner/Operator and will be responsible for relaying project information to MHP Residents and to PG&E. The MHP Representative shall provide status updates to the MHP Owner/Operator and the MHP Residents from PG&E and provide timely status updates from contractor and MHP Owner/Operator to Utility.

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. The MHP Representative shall distribute the information to the residents in a timely manner in accordance to MHP's Rules and Regulations

5.9.4. The MHP Owner/Operator must allow PG&E to directly contact the MHP residents during the project regarding the MHP Program, account setup and other utility programs. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MH residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement (Attachment A). The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different 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 PG&E and keeps the MHP residents informed of the status of the "Beyond-the-Meter" work. 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 PG&E communications and be distributed in a timely manner.

5.10. Construction

5.10.1. Construction of the conversion project may commence after compliance with Section D.3.b of the MHP Rules.

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

5.11. Cutover / Completion of Conversion

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 PG&E is satisfied that 24 hour access is available to all utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a utility approved locking device with a utility keyway. Where electronic gates may be involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller.

5.11.3. The MHP Owner/Operator is responsible for discontinuing MHP utility service to all qualifying MH-spaces no later than 90 days after PG&E is ready to cutover all qualifying MH-spaces to direct Utility service.

5.11.4. If requested by PG&E, the MHP Owner/Operator shall require Contractor to be available perform joint cutover with PG&E for the individual services within the MHP.

5.11.5. If requested by the Utility, the MHP Owner/Operator shall have their Contractor purge the gas legacy master-meter system of unpressurized gas to ensure safety of the disconnected gas system.

6. Utility's Responsibilities

6.1. Engineering and Planning

6.1.1. PG&E will design and install the new "To-the-Meter" electric and/or gas distribution and service system for the MHP to meet current Utility design standards and applicable codes, regulations and requirements based on the most economic, convenient and efficient service route.

To the extent possible, PG&E 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. For example, an existing 200 ampere overhead electric service will be replaced with a 200 ampere overhead electric service. If both electric and gas are requested to be replaced and electric service is provided overhead, PG&E will have the option to offer underground electric service if it is cost effective to do so. If gas service is located above ground, PG&E will underground the gas service as well as the electric service, if present.

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

6.1.3. PG&E will consult with the MHP Owner/Operator to identify the location of each electric/and/or gas meter and any protection required for the metering service equipment. PG&E will have the final approval of the location of the meter.

6.1.4. PG&E 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. PG&E 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 amperes, the utility will design and install "To-the-Meter" facilities to accommodate 100 ampere service as part of the MHP Program.

6.1.6. With the exception of 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 PG&E's current Rules and Tariffs.

6.1.7. If applicable, PG&E will design and install a natural gas service line at each individual MH-Space to deliver sufficient volume at PG&E's standard delivery.

6.1.8. Vacant MH-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 cutover, a line extension contract will be required to extend service per normal line extension rules (Rule 16).

6.2. Permits

6.2.1. PG&E will acquire routine, ministerial construction permits, such as encroachment permits necessary for trenching within public rights-of-way.

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

6.3. Environmental and Cultural Resources Review

6.3.1. PG&E shall conduct a "desktop" environmental, endangered species and cultural resources review of the proposed work at the MHP. If such review indicates any environmental, endangered species and cultural resources issues, PG&E will immediately suspend of work at the MHP. PG&E will not resume work until it has received authorization from appropriate experts and/or agency with jurisdictional authority. Utility assumes no remediation responsibility or liability. Costs for remediation are not eligible for reimbursement from the MHP Program.

6.4. Outreach and Education

6.4.1. PG&E will work with the MHP Owner/Operator and/or the MHP Representative on outreach and education to MHP residents.

6.4.2. During the construction phase, PG&E 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 PG&E 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. PG&E will work with the MHP Representative to ensure all notices and project information is communicated and distributed in a timely manner.

6.4.3. PG&E will manage communications with the Commission, California Department of Housing and Community Development (HCD), other utilities, local government, local media, and other parties, as necessary, regarding the MHP Program activities.

6.5. Construction

6.5.1. PG&E will install, or select a qualified licensed contractor to install the new "To-the-Meter" electric and/or gas distribution systems that will meet all current electric and/or gas design standards, applicable codes, regulations and requirements. Facilities and services installed will be based on the agreed upon design.

6.5.2. PG&E 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. Utility may commence conversion after compliance with Section D.3.b of the MHP Rules. PG&E may elect to wait until the MHP Owner/Operator can demonstrate construction of the "Beyond-the-Meter" facilities have been substantially completed, such facilities have been approved by the governing inspection authority and PG&E receives a copy of any inspection report or verification to begin construction. PG&E may also commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by PG&E and/or as scheduling and availability permits.

6.5.4. PG&E shall not remove the existing legacy system, unless necessary and the system shall be abandoned in place and PG&E shall isolate the new and existing legacy systems. PG&E shall not incur any expenses associated with the removal or retirement of the existing system under the conversion program. Should removal of the legacy distribution system be necessary to complete the conversion to direct utility service from PG&E, such costs may at PG&E's discretion be included in the MHP Program if it is necessary and can be done so efficiently.

6.6. Cutover / Completion of Project

6.6.1. PG&E will own, operate, and maintain all "To-the-Meter" electric and/or gas distribution and service systems within the MHP. Upon completion of the conversion, the facilities will be managed under and subject to Rule 15 and Rule 16 and other applicable tariffs.

6.6.2. If necessary, PG&E will coordinate with the Contractor to jointly meet to perform joint cutover with PG&E for the individual services within the MHP

6.6.3. If the cutover of all eligible MH-Spaces within an MHP is expected to take longer than 30 days, the utility may adjust the discount on a monthly basis, based upon the number of spaces that have been cutover to direct utility service. Upon conversion of all eligible MH-Spaces within the MHP, the utility will terminate the discount in its entirety.

6.6.4. PG&E will reimburse the MHP Owner/Operator for all qualifying "Beyond-the-Meter" work as summarized in Attachment C.

7. Safety

7.1. IMPORTANCE OF SAFETY: The Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Program and 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 abide by all safety requirements incorporated herein and to perform their portion of the work, in accordance with all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. The MHP Owner/Operator shall require its Contractor to provide necessary training to its employees and Subcontractors to inform them of the foregoing safety and health rules and standards. Should PG&E 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 PG&E 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 and/or operating natural gas facilities shall be performed in accordance with said practices, laws, rules, and regulations. PG&E may designate safety precautions in addition to those in use or proposed by contractor. PG&E reserves the right to inspect the work and to halt construction to ensure compliance with reasonable and safe work practices and with all applicable federal, state, and local laws, rules, and regulations. Neither the requirement that contractor working on behalf of the MHP Owner/Operator follow said practices and applicable laws, rules, and regulations, nor adherence thereto by contractor, shall relieve MHP Owner/Operator of the sole responsibility to maintain safe and efficient working conditions.

7.3. Additional Precautions: Upon PG&E'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, PG&E may provide the safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by PG&E 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 PG&E, 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 PG&E: PG&E reserves the right to suspend the work under the MHP Utility Upgrade Program to serve the needs of the greater public.

8.2. Notification of Delays: MHP Owner/Operator shall cause contractor to promptly notify PG&E in writing of any impending cause for delay that may affect PG&E's schedule. If possible, PG&E 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 PG&E'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. Termination

9.1. Either Party may, at its option, terminate upon 30 day written notice to the other Party.

9.1.1. PG&E 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 PG&E and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at PG&E'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 PG&E 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 PG&E'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. Reimburse PG&E for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual MH-Space or common area. PG&E's costs may include, but is not limited to, "To-the-Meter" labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work; and

9.1.2.2. Not be eligible for reimbursement for any "Beyond-the-Meter" work that did not result in a direct Utility service of an individual MH-Space; and

9.1.2.3. Repay in full to the Utility any reimbursements paid to the MHP Owner/Operator for partial work completed by its contractor.

9.1.3. In the event of termination, PG&E shall reimburse the MHP Owner/Operator for services satisfactorily completed prior to the date of cancellation that resulted in direct PG&E service which are of benefit to PG&E. In no event shall PG&E be liable for lost or anticipated profits or overhead on uncompleted portions of the work due to termination.

9.1.4. Cancelled MHP Agreement may, at the Utilities option, result in the removal the MHP from the MHP Program and the selection of the next MHP that is on the waiting list for the MHP Program.

9.1.5. MHP Owner/Operator shall be liable for additional costs to PG&E arising from termination. PG&E may terminate this Agreement, suspend work 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 PG&E to provide "To-the-Meter" facilities for a typical utility service for each qualifying MH-Space will be covered under the MHP Program.

10.2. Requests for service entrance relocations, rearrangements and upgrades are not covered under the MHP Program.

10.3. Additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules are eligible for inclusion in the MHP Utility Upgrade Program. PG&E will not provide the service panel and "Beyond-the-Meter" reimbursements for these common area services.

10.4. PG&E will reimburse the MHP Owner/Operator based on the invoice for the "Beyond-the-Meter" to be performed by the contractor. The amount that is eligible for reimbursement for the "Beyond-the-Meter" work shall not exceed the "Cost Covered by the MHP Program" amount listed on Attachment C, without prior written approval from PG&E. PG&E will review all invoices received for the "Beyond-the-Meter" work by the contractor and will reimburse the MHP Owner/Operator for all prudently occurred and reasonable construction expenditures. The MHP Program will not cover or reimburse costs for any modification or retrofit of the mobilehome or manufactured home.

10.5. As soon as practicable and after any jurisdictional authorities have inspected and approved operation of the "Beyond-the-Meter" work, the MHP Owner/Operator may submit invoices to PG&E for "Beyond-the-Meter" work. Invoices submitted shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MH-Space compared to the total number of eligible MH-Spaces at the MHP. The final reimbursement for the "Beyond-the-Meter" work will be paid to the MHP Owner/Operator after the final cutover has been completed and the entire MHP has been converted to direct PG&E service.

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

11. Nondisclosure

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

of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information.

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

12. Indemnification

12.1. MHP Owner/Operator shall indemnify, defend and hold harmless PG&E, 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 PG&E, MHP Owner/Operator, Contractor or Subcontractor; injury to property of PG&E, 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 PG&E, 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 PG&E, its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless PG&E from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which PG&E shall have no liability. A utility shall have no liability for the MHP submeter systems (referred to as legacy systems), or the “Beyond-the-Meter” infrastructure installed during conversion, and the MHP owner will hold harmless, defend and indemnify PG&E from all causes of action or claims arising from or related to these systems.

12.2. MHP Owner/Operator acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

12.3. MHP Owner/Operator shall, on PG&E'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 PG&E 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 PG&E harmless from any and all penalties, actions, causes of action, damages, claims and demands whatsoever arising out of or occasioned by failure of MHP Owner/Operator and Contractor or a Subcontractor to make full and proper compliance with said bylaws, rules, regulations, laws, orders, stipulations or plans.

14. Governing Law

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

15. Entire Agreement

This Agreement consists of, in its entirety, Mobilehome Park Utility Upgrade Program Agreement and all attachments hereto, the MHP Application and PG&E's Electric and Gas Rule 28. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

16. Enforceability

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

17. Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage

caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure Event"), which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch.

18. Not a Joint Venture

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

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

Name of Mobilehome Park	
Company Name of Owner/Operator	**PACIFIC GAS AND ELECTRIC COMPANY**
Signature	*Signature*
Print Name	*Type/Print Name*
Title	*Title*
Date	*Date*

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT
Attachment A
Documents and Delaration

A. Additional Documentation

As described in the Applicability Section of Rule 28 (Section A.1) and Section 1.4 of the Agreement the MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Mobilehome Park Utility Upgrade Program:

1. The MHP Owner/Operator must provide a copy of a valid operating license from the governmental entity with relevant authority; (Required)

2. If the MHP is operated on leased real property, a copy of the land lease agreement must be provided. The land lease agreement must supply proof that the lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utilities.

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

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

B. Declaration of Non-Condemnation

In accordance with CPUC Decision (D.) 14-03-021, and subject to the requirements of Gas and Electric Rule 28, all MHP participating in the MHP Utility Upgrade Program must affirm that the Mobilehome Park is not subject to an enforceable condemnation order or to pending condemnation proceedings.

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

_____	_____
Name of Mobilehome Park	Authorized Signature
_____	_____
Company Name of Owner/Operator	Print Name
_____	_____
Date	Title

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT
Attachment B
Contractor Selection

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

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

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

In all instances, the work performed by the contractor must meet PG&E's current standards as specified in the Utility's Electric and/or Gas 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) $ _____

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 UPGRADE PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Project

MHP Owner/Operator: _____

Project Name: _____

Address: _____

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 14-03-021, and subject to the requirements of Gas and Electric Rule 28, PG&E is offering the Mobilehome Park Utility Upgrade Program to convert existing privately owned master-meter/sub-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities ("MHP"), to direct PG&E service for each individual space within MHP.

Utility service to be converted to direct PG&E service (check one)

☐ Electric Only ☐ Gas Only ☐ Electric & Gas

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

Any service modifications and associated costs beyond what is being provided by the MHP Program will be the responsibility of the requesting party. These modifications will be handled under PG&E's current applicable Tariffs. In addition, "Beyond-the-Meter" costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the MHP Program. Any additional common use area meters and services that are not provided by the program will be designed and installed under the guidance of the Service Relocation and Rearrangement section of Gas and Electric Rule 16.

Table C.-1 Illustrate the financially responsible party for the "To-the-Meter" and "Beyond-the-Meter" services under the MHP Program

Table C-1	**"To-the-Meter"** Facilities and Equipment installed by PG&E 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 UPGRADE PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Project

A. PG&E's Estimated "To-the-Meter" Project Costs Not Covered by the Program
(To be completed by PG&E[1]

	Costs Not Covered by the MHP Program
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]	$ _____
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]	$ _____
Gas System – Includes, but is not limited to, installation of gas piping, connectors, meters, and other facilities required to complete the distribution and service line extensions. [Service upgrades or rearrangements requested on behalf of the individual MHP Residents not covered by the MHP Program]	$ _____
Other – Includes, but is not limited to, easement estimate, SmartMeter™ network upgrade, and other cost associated with the project.	$ _____
	_____
PG&E's Total Estimated "To-the-Meter" Project Costs Not Covered by the Program $	$ _____

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

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[2]
Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.		$ _____	$ _____
Electric System – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.	Materials:	$ _____	$ _____
	Labor:	$ _____	$ _____
Gas System – Includes, but is not limited to, houseline plumbing from the PG&E riser to the customer connection including labor and materials.	Materials:	$ _____	$ _____
	Labor:	$ _____	$ _____
Other – Includes, but is not limited to, permits as provided by contractor.		$ _____	$ _____
MHP Owner/Operator's Total Estimated "Beyond-the-Meter" Project Costs		$ _____	$ _____

C. Estimated Cost for MHP Service Conversion Project (A + B) $ _____ $ _____

D. Number of MH-Spaces _____

E. Average Cost per MH-Space $ _____ $ _____

[2] Provided breakdown of charges not covered by the program on Attachment C.

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT
Attachment D –
Costs That The MHP Owner/Operator is Responsible for that is Not Covered Under The MHP Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

Any service modifications and associated costs beyond what is being provided by the MHP Program will be the responsibility of the requesting party. These modifications will be handled under PG&E's current applicable Tariffs. In addition, "Beyond-the-Meter" costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the MHP Program. Request for additional common use area meters and services that are not provided by the MHP Program, but approved by PG&E, will be designed under the guidance of the Utilities' Rules for Service Relocation and Rearrangement. Service modifications and relocations for MH-Spaces in a MHP where the lots are not owned by the resident residing on the lot (leased or rented spaces), must be requested by and is the responsibility of the MHP Owner/Operator.

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

_____

_____

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

1. Amount Due from MHP Owner/Operator to PG&E

- Amount due to PG&E for "To-the-Meter" work not covered by the MHP Program. $ _____
- Amount due to PG&E for "To-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas $ _____

Total $ _____

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

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

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

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT
Attachment D –
Costs That The MHP Owner/Operator is Responsible for that is Not Covered Under The MHP Program

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

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

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

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

MHP Owner/Operator: _____

Project Name: _____

Address: _____

Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities, where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rules and Regulations. These modifications, and associated costs, would be the responsibility of the requesting MH resident and will be handled under PG&E's current applicable Tariffs. All other requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program must be made by the MHP Owner/Operator and documented in Attachment D.

The MHP Owner/Operator is responsible to collect any and all fees associated with service modifications that were requested on behalf of the MH residents where the MHP lots are owned by the resident and forward those payments to PG&E with this Agreement.

A. Total Amount Due By MH Residents where the MHP lots are owned by the resident for Service Modification and/or services not covered by the Program

1. Amount Due from MH Residents to PG&E

   - Amount due to PG&E for "To-the-Meter" work not covered by the MHP Program. $ _____

2. Amount Due from MH Residents to the Contractor

   - Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MH Residents. $ _____

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

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

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

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

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

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34384-E	ELECTRIC RULE NO. 28 MOBILEHOME PARK UTILITY UPGRADE PROGRAM Sheet 2	
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ELECTRIC RULE NO. 28

Sheet 1 (N)

MOBILEHOME PARK UTILITY UPGRADE PROGRAM (N)

A. PURPOSE: Pursuant to the California Public Utility Commission's (CPUC or Commission) Decision (D.)14-03-021, PG&E is offering the Mobilehome Park Utility Upgrade Program ("MHP Program") as a voluntary three-year living pilot program to convert approximately 10 percent of eligible master-metered submetered Mobilehome Parks or Manufactured Housing Communities (MHP) spaces within PG&E's service territory. Subject to the requirements set forth in this Rule, all eligible submetered spaces (including both "To-the-Meter" and "Beyond-the-Meter"), and common use services within the entire MHP will be converted from master-metered electric distribution service to direct PG&E distribution and service (Distribution System). (N)

B. APPLICABILITY: The MHP Program is available to all eligible MHPs within PG&E's service territory as defined in Section C. 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 PG&E.

   a. Receive electricity through a single master-meter, own and operate the distribution system with associated sub-meters, and furnish electricity to residents.
   b. Take electric service under one of the following rate schedules:
      - Electric Schedule ET
      - Electric Schedule ETL
   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 PG&E.
   e. Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

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:

   - 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" ["CPUC's Form of Intent"]; and
   - The "Mobilehome Park Utility Upgrade Program Application" ["MHP Application"] (Form 79-1164); and
   - The "Mobilehome Park Utility Upgrade Program Agreement" ["MHP Agreement"] (Form 79-1165). (N)

(Continued)

ELECTRIC RULE NO. 28

Sheet 2 (N)

MOBILEHOME PARK UTILITY UPGRADE PROGRAM (N)

D. MHP PROGRAM COMPONENTS: (N)

1. CPUC's Form of Intent

CPUC's Form of Intent will be accepted January 1, 2015, through March 31, 2015 (90-day period). The MHP Owner/Operator must complete and submit the CPUC's Form of Intent concurrently to both the Safety Enforcement Division (SED) of the CPUC and PG&E. 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's 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. MHPs whose CPUC's Form of Intent are accepted and prioritized by SED and HCD will be considered pre-qualified.

2) PG&E will receive a list of pre-qualified MHP Initial Applications from SED and HCD. PG&E will then contact the MHPs with the highest priority to participate in the MHP program until the program goal is achieved. PG&E 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

2. MHP Application

a. After an MHP has been preliminarily contacted by PG&E to participate in the MHP Program, the MHP Owner/Operator will be provided with the MHP Application. The MHP Application requests additional information that the MHP Owner/Operator should provide to enable PG&E 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, PG&E will commence engineering and planning a new MHP distribution system.

3. MHP Agreement

a. After PG&E has engineered and planned the new MHP distribution system and PG&E has received the name of the MHP's Contractor and the cost for the "Beyond-the-Meter" work, PG&E 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, 4) the execution of the MHP Agreement. (N)

(Continued)

ELECTRIC RULE NO. 28

Sheet 3 (N)

MOBILEHOME PARK UTILITY UPGRADE PROGRAM (N)

D. MHP PROGRAM COMPONENTS: (Cont'd.) (N)

4. Construction

   a. PG&E 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. 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.

5. Cutover of Service

   a. Cutover to direct service from PG&E 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 submetered discount will cease as described in the Utility's Responsibilities section of the MHP Agreement.

   c. MHP residents (tenants or owners of the Mobilehome) will become customers of PG&E and served in accordance with all applicable rates, rules and conditions set forth in PG&E's existing Tariffs, except as otherwise noted in this Rule.

6. Ownership of Facilities After Conversion

   a. Upon cutover to direct service, PG&E 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 PG&E existing Tariffs.

   b. The MHP Owner/Operator or MH Owner shall own, operate and maintain all "Beyond-the-Meter" facilities in accordance with State and local jurisdictional codes and ordinances.

   c. PG&E shall have no liability for the MHP submetered system (referred to as legacy systems), or the "Beyond-the-Meter" infrastructure installed during conversion. The MHP Owner/Operator will hold harmless, defend and indemnify the Utility from all causes of action or claims arising from or related to these systems.

7. Safety

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

(Continued)

ELECTRIC RULE NO. 28

Sheet 4 (N)

MOBILEHOME PARK UTILITY UPGRADE PROGRAM (N)

D. MHP PROGRAM COMPONENTS: (Cont'd.) (N)

8. Reimbursement to MHP Owner/Operator

PG&E will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for "Beyond-the-Meter" construction covered by the MHP Program. These expenditures shall not include costs relating to any modification or retrofit of the Mobilehome, costs associated with "Beyond-the-Meter" cost to serve common areas, 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. The amount eligible for reimbursement will be stated in the MHP Agreement.

9. Payment to PG&E

a. 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 PG&E prior to or included with the submittal of the MHP Agreement in order for the construction phase to begin.

E. INTERACTION WITH OTHER TARIFFS:

1. MHP Residents

Upon conversion, MHP residents will be subject to PG&E's effective Tariffs, which can be found at www.pge.com/tariffs, with the following exceptions:

a. Electric Rules 7– Deposit: Existing MHP residents who become customers of PG&E through the MHP Program will be deemed "grandfathered" into their PG&E 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 Electric Rules 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/submeter distribution system and become customers of PG&E 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. (N)

(Continued)

ELECTRIC RULE NO. 28

Sheet 5 (N)

MOBILEHOME PARK UTILITY UPGRADE PROGRAM (N)

E. INTERACTION WITH OTHER TARIFFS: (Cont'd.) (N)

1. MHP Residents (Cont'd.)

   c. Medical Baseline Allowance – Existing MHP residents who receive a medical baseline allowances through the MHP master-meter/submeter distribution system and become customers of PG&E 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 Rules (Rule 19) 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.

2. MHP Owner/Operator(s)

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

   a. Electric Rules 15 – Distribution Extension: Because PG&E will design and install the new Distribution Line/Main Extension, at no cost to the MHP Owner/Operator, sections in Electric Rules 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. Electric Rules 16 – Service Extension: Because PG&E will design and install the new Service Extension, at no cost to the MHP Owner/Operator, sections in Electric Rules 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 Electric 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 PG&E. (N)

(Continued)

ELECTRIC RULE NO. 28

Sheet 6 (N)

MOBILEHOME PARK UTILITY UPGRADE PROGRAM (N)

F. DEFINITIONS and ACRONYMNS: (N)

Certain specific terms used in this Rule are defined below. Additional definitions for more widely used terms in PG&E's tariffs are also found in Electric and Gas Rule 1

1. MHP AGREEMENT – The Mobilehome Park Utility Upgrade Agreement (Form 79-1165).

2. BEYOND-THE METER (Electric) – Electric "Beyond-the-Meter" facilities include the electric equipment to establish the Service Delivery Point as identified in the "Required Service Equipment" of Electric 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. The Utility 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. Beyond-the-Meter facilities are solely the responsibility of the MHP Owner/Operator or the mobilehome owner (MH 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.

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 C of Decision14-03-021).

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 – See Rule 1.

9. MOBILEHOME SPACE (MH-Space) – Designated area within a Mobilehome Park that is owned, rented, or held out for rent, to accommodate a mobilehome used for human habitation. (N)

(Continued)

ELECTRIC RULE NO. 28

Sheet 7 (N)

MOBILEHOME PARK UTILITY UPGRADE PROGRAM (N)

F. DEFINITIONS and ACRONYMNS: (Cont'd) (N)

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 Mobilehome Park under a rental agreement or who lawfully occupies a mobilehome.

12. SED – California Public Utilities Commission's Consumer Safety and Enforcement Division: The SED has safety oversight of electric and communications facilities, natural gas and propane gas systems, railroads, light rail transit systems, 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 PG&E's Service Facilities are connected to either Applicant's conductors or other service termination facility designated and approved by PG&E.

14. PG&E TO-THE–METER (Electric) – Electric "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 PG&E.

15. MHP APPLICATION – The joint Utilities' Mobilehome Park Utility Upgrade Application (Form 79-1164). (N)

ELECTRIC SAMPLE FORM 79-1164 Sheet 1 (N)
MOBILEHOME PARK (N)
UTILITY UPGRADE PROGRAM APPLICATION (N)

Please Refer to Attached
Sample Form

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION

Date of Issuance: _____

In accordance with California Public Utilities Commission (CPUC or Commission) Decision (D.) 14-03-021, and subject to the requirements of the Mobilehome Park Utility Upgrade Program Rule (MHP Rule[1]), the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Utility Upgrade 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 Utility[2] 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/sub-meter system to direct Utility service, upon acceptance of the MHP into the MHP Program. Under the MHP Program, each Utility will only provide service conversion for the commodity (electricity and/or natural gas) that the Utility currently provides to the MHP. After the completion of the service conversion, the Utility will provide direct service to each individual Mobilehome (MH) space and the MHP common areas. Upon request, the Utility may provide to the MHP a new electric or gas utility service that is not currently being supplied by the Utility, provided that; 1) the Utility offers the requested electric or natural gas service in that territory; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be governed by the existing Distribution and Service Extension Rules in the Utility's Tariff and would not be included in the MHP Program.

Electric Service	Natural Gas Service	
☐	N/A	***Bear Valley Electric Service***
☐	N/A	***Liberty Utilities*** (CalPeco Electric)
☐	☐	***Pacific Gas and Electric Company***
☐	N/A	***Pacific Power,*** *a Division of PacifiCorp*
☐	☐	***San Diego Gas and Electric Company***
☐	N/A	***Southern California Edison Company***
N/A	☐	***Southern California Gas Company***
N/A	☐	***Southwest Gas Corporation***

[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 UPGRADE PROGRAM APPLICATION

The purpose of this Mobilehome Park Utility Upgrade 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.

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.

This Application has been developed as part of the CPUC's regulatory process, and conforms to CPUC D.14-03-021. The Application has been approved by the Commission as a required component of the MHP Program, and may not be waived, altered, amended or modified, except as authorized by the CPUC. This Application at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

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

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

San Diego Gas and Electric Company
Attn: MHP Program, CP62A
8306 Century Park Ct.
San Diego, CA 92123-1530

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

Southern California Edison Company
MHP Utility Upgrade Program
3 Innovation Way, 3rd Flr - 365 J
Pomona, Ca 91768

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

Southern California Gas Company
Attn: MHP Program, GT-10G4
555 W 5Th St
Los Angeles, CA 90013-1034

Pacific Power
300 S. Main
Yreka, CA 96097

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

MOBILEHOME PARK
UTILITY UPGRADE 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 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

☐ All units on common single parcel ☐ Units on individual parcels
☐ Common use shared ownership ☐ 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 UPGRADE 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 (The individual(s) who will 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 UPGRADE 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: _____

Current Gas Service Account Number	Current Rate Schedule

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	**Gas**
☐ Master-Meter/Sub-Meter Electric	☐ Master Meter/Sub-Meter Gas
☐ Master Electric Meter, no Sub-Meter	☐ Master Gas Meter, no Sub-Meter
☐ Other:_____	☐ 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

Proposed MHP Space Main Switch Size
(Meter Panel and Service Termination Enclosure) 100 Amps
Service will be provided at single phase, 120/240 volts

Average square footage of Mobilehome: _____

Largest square footage of Mobilehome: _____

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION

2) Common Use Area

Common Use Area Electric Service: #___1___ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

☐ Lift Station (_____HP) ☐ MHP Office (_____KW)
☐ Street Lights (_____KW) ☐ Swimming Pool (_____KW)
☐ Club House (_____KW) ☐ Area Lighting (_____KW)
☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site (_____KW)
☐ Others _____ (_____KW)

Common Use Area Electric Service: #___2___ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

☐ Lift Station (_____HP) ☐ MHP Office (_____KW)
☐ Street Lights (_____KW) ☐ Swimming Pool (_____KW)
☐ Club House (_____KW) ☐ Area Lighting (_____KW)
☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site (_____KW)
☐ Others _____ (_____KW)

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

3) Streetlighting

☐ Streetlights to be served under general service rates with common use areas

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

Lamp Type: # ____1_____
☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor
☐ Mercury Vapor ☐ Metal Halide
☐ Incandescent ☐ LED
☐ Other _____

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

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

How are streetlights currently served?
☐ Served directly from Master meter account
☐ Served from MH sub-meter, or MH pedestal
☐ 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.

If Street Lighting to be separated from common use load and served unmetered under an applicable streetlight rate schedule, what rate schedule is being requested? _____

4) Self-Generation – Is there currently any self-generation (e.g. photovoltaic or wind generation) equipment servicing the common areas of the MHP?

☐ Yes (Size of system _____ KW) ☐ No

5) Electric Vehicle Charging Station – Is there currently an Electric Vehicle Charging Station located at the MHP?

☐ Yes (Charger size _____ kW) ☐ No

b. Natural Gas Load Information (if applicable)

Natural Gas Load Information: *Natural gas will be delivered at the Utilities standard service delivery pressure per Rule 2.*

Requests for elevated service delivery pressure require the Utilities' review and approval. If granted, elevated service delivery pressure may be reduced at any time due to the Utility operational needs. Special Facilities and cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local Utility office and refer to Gas Rule 2. (MBtu/h = 1,000 Btu/h)

1) Mobilehome Gas Appliances:

Gas will be provided to individual Mobilehomes at the Utility's standard delivery pressure for residential service per Rule 2.

Typical appliances that can be found in a Mobilehome: (check all that apply)

☐ Gas Range -
☐ Water Heater
☐ Gas Oven
☐ On-Demand Water Heater
Btu rating: _____

☐ Laundry Dryer -
☐ Spa
☐ Furnace
☐ Other gas loads:
_____

2) Common Use Area

Common Use Area Gas Service: #__1___ Description: _____

Gas Service Delivery Pressure Requested:
☐ Standard delivery pressure
☐ Other (_____psig)

Gas appliances that can be found in common use areas: (check all that applies)

☐ Gas Range - Btu rating: _____
☐ Water Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____
☐ On-Demand Water Heater
Btu rating: _____
☐ Other gas loads _____
Btu rating: _____

☐ Laundry Dryer- Btu rating: _____
☐ Pool/Spa Heater- Btu rating: _____
☐ Furnace- Btu rating: _____
☐ Outdoor Gas Heaters
Btu rating: _____

Common Use Area Gas Service: #__2___ Description: _____

Gas Service Delivery Pressure Requested:
- ☐ Standard delivery pressure
- ☐ Other (_____psig)

- ☐ Gas Range - Btu rating: _____
- ☐ Water Heater- Btu rating: _____
- ☐ Gas Oven- Btu rating: _____
- ☐ On-Demand Water Heater Btu rating: _____
- ☐ Other gas loads _____ Btu rating: _____
- ☐ Laundry Dryer- Btu rating: _____
- ☐ Pool/Spa Heater- Btu rating: _____
- ☐ Furnace- Btu rating: _____
- ☐ Outdoor Gas Heaters Btu rating: _____

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

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 & Owners: A complete list of current residents and registered owners 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 owner 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 owner 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.

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 engineering, planning, and construction phases of the conversion.

8. Planning, Engineering and Construction

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

The Planning, Engineering, and Construction terms and conditions of the MHP Program are detailed in the MHP Agreement. Information regarding Planning, Engineering, and Construction terms and conditions will be given to the MHP Owner/Operator at the time the metering points are provided. The MHP Agreement will 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 engineering and design of the new electric and/or gas distribution system. The Utility will consult with the MHP Owner/Operator to determine the location of the metering points for the MHP, with the Utility having final approval of the location of all meter(s), 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 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 OF THE CONTRACTOR SELECTED BY THE MHP OWNER/OPERATOR. IN THE EVENT THE UTILITY AND THE MHP OWNER/OPERATOR DO NOT AGREE, THEY MUST CONSULT WITH SED TO RESOLVE THE DISPUTE.

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

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

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

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

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

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION

12. MHP Owner/Operator Certification

I hereby declare under penalty of perjury that I am the person[4], 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 UPGRADE 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	Documents
	☐	List of Residents & Owners: A complete list of current residents and registered owners for the 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 and registered owner 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.
☐	☐	Service Documents: Detailed engineering drawings, as-built drawings, maps, and any other such records as may be necessary to ensure a complete record of the installation and location of the MHP's existing distribution system.
☐	☐	Single Line Diagram: For facilities with Self-Generation provide a single line diagram(s) showing the location of the generation and how it is currently connected to the MHP electrical system.
☐	☐	Additional Infrastructure: Detailed substructure engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the park, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.
☐	☐	Site Plan: Detail scaled drawing of MHP showing roads, sidewalks, driveways, MH-Space locations, streetlights, sprinkler controls, location of fire hydrants, common area facilities, electric vehicle charging stations, self-generation systems, other structures, and proposed future improvements. For electrical equipment, please provide load information on site plan or reference Common Use Area Service Number(s) found on Section 6 and Attachment B.
☐	☐	Tract Map: Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.

Attach appropriate documents to Attachment A

MHP Owner/Operator Initials _____

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION
Attachment B – Additional Information

Attachment B of this Application is used to document additional information regarding accounts and load information that are in excess of what can be documented on the MHP Application. Attachment B is being used to provide the following: (check all that applies)

- ☐ Electric Service Account Information
- ☐ Natural Gas Service Account Information
- ☐ Electric Common Use Area Services Information
- ☐ Streetlight Lamp Type
- ☐ Gas Common Use Area Services Information
- ☐ No additional information, beyond what is provided in the MHP Application

1. Electric Service Account Information:

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

Current Electric Service Account Number	Current Rate Schedule

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION
Attachment B – Additional Information

2. Natural Gas Service Account Information:

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

Current Gas Service Account Number	Current Rate Schedule

MOBILEHOME PARK
UTILITY UPGRADE 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: _____

- ☐ Lift Station (_____HP)
- ☐ MHP Office (_____KW)
- ☐ Street Lights (_____KW)
- ☐ Swimming Pool (_____KW)
- ☐ Club House (_____KW)
- ☐ Area Lighting (_____KW)
- ☐ Sprinkler/Irrigation Controls (must be metered)
- ☐ Park Site (_____KW)
- ☐ Others _____ (_____KW)

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

- ☐ Lift Station (_____HP)
- ☐ MHP Office (_____KW)
- ☐ Street Lights (_____KW)
- ☐ Swimming Pool (_____KW)
- ☐ Club House (_____KW)
- ☐ Area Lighting (_____KW)
- ☐ Sprinkler/Irrigation Controls (must be metered)
- ☐ Park Site (_____KW)
- ☐ Others _____ (_____KW)

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

- ☐ Lift Station (_____HP)
- ☐ MHP Office (_____KW)
- ☐ Street Lights (_____KW)
- ☐ Swimming Pool (_____KW)
- ☐ Club House (_____KW)
- ☐ Area Lighting (_____KW)
- ☐ Sprinkler/Irrigation Controls (must be metered)
- ☐ Park Site (_____KW)
- ☐ Others _____ (_____KW)

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

- ☐ Lift Station (_____HP)
- ☐ MHP Office (_____KW)
- ☐ Street Lights (_____KW)
- ☐ Swimming Pool (_____KW)
- ☐ Club House (_____KW)
- ☐ Area Lighting (_____KW)
- ☐ Sprinkler/Irrigation Controls (must be metered)
- ☐ Park Site (_____KW)
- ☐ Others _____ (_____KW)

MOBILEHOME PARK
UTILITY UPGRADE 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)

Lamp Type:# _____

☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor
☐ Mercury Vapor ☐ Metal Halide
☐ Incandescent ☐ LED
☐ Other _____

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

Lamp Type:# _____

☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor
☐ Mercury Vapor ☐ Metal Halide
☐ Incandescent ☐ LED
☐ Other _____

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

Lamp Type:# _____

☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor
☐ Mercury Vapor ☐ Metal Halide
☐ Incandescent ☐ LED
☐ Other _____

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

Lamp Type:# _____

☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor
☐ Mercury Vapor ☐ Metal Halide
☐ Incandescent ☐ LED
☐ Other _____

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

Lamp Type:# _____

☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor
☐ Mercury Vapor ☐ Metal Halide
☐ Incandescent ☐ LED
☐ Other _____

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

MOBILEHOME PARK
UTILITY UPGRADE 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: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____ ☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____ ☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____ ☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater Btu rating: _____ ☐ Outdoor Gas Heaters Btu rating: _____
☐ Other gas loads _____ Btu rating: _____

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____ ☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____ ☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____ ☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater Btu rating: _____ ☐ Outdoor Gas Heaters Btu rating: _____
☐ Other gas loads _____ Btu rating: _____

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____ ☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____ ☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____ ☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater Btu rating: _____ ☐ Outdoor Gas Heaters Btu rating: _____
☐ Other gas loads _____ Btu rating: _____

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____ ☐ Laundry Dryer- Btu rating: _____
☐ Water Heater- Btu rating: _____ ☐ Pool/Spa Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____ ☐ Furnace- Btu rating: _____
☐ On-Demand Water Heater Btu rating: _____ ☐ Outdoor Gas Heaters Btu rating: _____
☐ Other gas loads _____ Btu rating: _____

ELECTRIC SAMPLE FORM 79-1165 Sheet 1 (N)
MOBILEHOME PARK (N)
UTILITY UPGRADE PROGRAM AGREEMENT (N)

Please Refer to Attached
Sample Form

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT

This Mobilehome Park Utility Upgrade Program Agreement ("Agreement") is made and entered into by and between _____ ("MHP Owner/Operator"), a _____ organized and existing under the laws of the state of _____, and the Utility, "Pacific Gas and Electric Company" ("PG&E" or "Utility"), a corporation organized and existing under the laws of the state of California. MHP Owner/Operator and PG&E may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, PG&E offers a pilot program under the direction of the California Public Utilities Commission ("CPUC" or "Commission") pursuant to Decision 14-03-021 whereby master-metered/submetered Mobilehome Parks ("MHP") may elect to convert to direct utility service, with costs for "To-the-Meter" and "Beyond-the-Meter" work to be borne by PG&E (MHP Program).

WHEREAS, MHP Owner/Operator desires to convert the master-metered/submetered utility system(s) in its MHP to direct service from PG&E 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 agree to be bound by the terms and conditions set forth herein, incorporated herein by reference, and the requirements of Electric and Gas Rule 28 ("MHP Rules"). This Agreement and the MHP Rules shall govern the conversion of the entire private electric and/or natural gas distribution system servicing the MHP to direct PG&E 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 PG&E 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 (CPUC or Commission's) "Form of Intent" and the MHP Application (Form 79-1164), and continue to be bound by the terms set forth in those documents.

1.3. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of occupied residential MH-Spaces within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MH-Space that are designated on the MHP Application that are currently able to receive electric and/or gas service from the existing master-metered/submete system (Legacy System)

1.4. 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).

1.5. This Agreement Commission conforms to Decision 14-03-021 and has been approved by the CPUC for use between PG&E 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 at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

2. Representations

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

2.2. Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she is authorized to act as signatory for such 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 regulations, laws, City and County ordinances and recognized professional standards.

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 PG&E.

3.2. If requested by either party, a post engineering meeting can be requested prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the Contractor's bid to perform the "Beyond-the-Meter" work. PG&E and the Commission encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. PG&E reserves the right to withdraw the MHP space approval for the MHP, and may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs as specified in Section 10 of this Agreement.

3.3. Agreements and documents shall be mailed to:

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

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 PG&E on such selection. The MHP Owner/Operator shall provide in Attachment B, attached hereto and incorporated herein, information about the selected contractor

5. MHP Owner/Operator Responsibilities

5.1. The MHP Owner/Operator will continue to have sole responsibility for compliance with all applicable laws governing Mobilehome Parks and compliance with the MHP's own Rules and Regulations.

5.2. Easements

5.2.1. The MHP Owner/Operator shall provide or assist in obtaining rights-of-ways or easement as required by the Utility's Distribution and Service Extension Rules (Rule 15 & 16) and Decision 14-03-021.

5.2.2. PG&E shall at all times have the right to enter and leave the park for any purpose connected with the furnishing of electric /gas service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, and under all applicable PG&E tariffs.

5.3. Engineering and Planning – Electric Distribution System

5.3.1. The "Beyond-the-Meter" electrical system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of service equipment. Required permits must be obtained and shall be available for inspection by the UTILITY.

5.3.2. PG&E will normally design and install a single phase, 120/240 volts, 100-ampere electric meter service equipment at each individual MH-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 PG&E's current Rules and Tariffs.

5.4. Engineering and Planning – Gas Distribution System

5.4.1. The "Beyond-the-Meter" gas system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of gas house lines. Required permits must be obtained and shall be available for inspection by the UTILITY.

5.4.2. PG&E will design and install a natural gas service line to deliver sufficient volume at PG&E'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 PG&E's current Rules and Tariffs.

5.5. Engineering and Planning – General

5.5.1. MHP Owner/Operator shall ensure that any proposal for "Beyond-the-Meter" work prepared or received by the MHP Owner/Operator is based on a full knowledge of all conditions that would affect the cost and conduct of the conversion. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to PG&E the physical conditions at the work site, including as applicable, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; the extent of established lines and levels.

5.5.2. MHP Owner/Operator will at all times own and is responsible for the "Beyond-the-Meter" utility service facilities.

5.5.3. Requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program can be made by the MHP Owner/Operator and such modifications and additional incremental costs, will be the sole responsibility of the MHP Owner/Operator. Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rule and Regulations. PG&E will process such requests under current applicable tariffs. Such requests for "To-the-Meter" services may require a separate service extension contract and

shall be done in accordance with the effective service extension tariff. To the extent not covered by separate contract, costs for such requests are shown in Attachments C, D and E, attached hereto and incorporated herein. All costs not covered by the MHP Program must be paid in full to PG&E prior to or with the submittal of the MHP Agreement in order for the construction phase to begin.

5.5.3.1. The MHP Owner/Operator, or its representative, is responsible to collect any and all fees associated with "To-the-Meter" service modifications that are not covered by the MHP Program that were requested on behalf of the MH-Owner and due to PG&E under the current Rules and Tariffs and forward those payments to the appropriate Utility.

5.5.3.2. "Beyond-the-Meter" service modifications that are not covered by the MHP Program, including installation costs that exceed the most cost-effective option (e.g. alternate routes or below ground installations), will not be eligible for reimbursement from PG&E.

5.5.3.3. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order that may require redesign and/or re-engineering. Additional redesigning and/or re-engineering costs will not be eligible for reimbursement from PG&E.

5.5.4. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by PG&E and/or the contractor. Temporary facilities may include, but is not limited to, storage sheds, decks, awning, car ports, or any facility that is not normally provided by the MHP. Relocation or removal of such items will not be eligible for reimbursement from PG&E.

5.5.5. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the park's common area, such as the office, clubhouse, laundry facilities, streetlights, etc., and their associated "Beyond-the-Meter" facilities. Utility meters will be installed to serve these facilities. MHP Owner/Operator will be responsible payment of Utility bills associated with such meters. Additional facilities that may be requested (e.g. streetlight fixtures) and associated energy charges for the common area facilities will be based on the applicable tariff and will not be eligible for reimbursement from PG&E.

5.6. Existing Distribution System (Legacy System)

5.6.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submeter system ("Legacy System") and continue to provide utility service to the MHP residents until cutover to the new direct PG&E service system. At all times, the Legacy System will remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (if required), decommissioning and any environmental remediation.

5.6.2. If the MHP has an existing propane gas distribution system, PG&E will, upon request, replace it with a natural gas distribution system, provided that; 1) the Utility offers natural gas service and the MHP is located within the franchise area that the Utility serves; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be replaced under the Utility's existing Distribution and Service Extension Rules (Rule 15 & 16) and would not qualify under the MHP Program.

5.7. Permits

5.7.1. Except for the routine, ministerial construction permits to be acquired by PG&E 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 not limited to, the following:

- Environmental and governmental agency permits.
- Caltrans permits.
- Railroad permits.
- HCD and/or local City and County building permits for electric and/or gas service work necessary to install new service delivery facilities including, but not limited to, gas house lines, electric meter pedestals, and terminations

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.

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

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 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 environmental, endangered species and cultural resources issues that are identified during the conversion will result in the immediate suspension of work at the MHP. The MHP Owner/Operator shall resolve these issues prior to work resuming at the MHP. MHP Owner/Operator may be granted additional time by PG&E to resolve environmental, endangered species and cultural resources

issues prior to completing the conversion, however, such time will not exceed the period of the MHP Program, unless approved by the CPUC.

5.9. Outreach and Education

5.9.1. The MHP Representative will be the liaison for the MHP Owner/Operator and will be responsible for relaying project information to MHP Residents and to PG&E. The MHP Representative shall provide status updates to the MHP Owner/Operator and the MHP Residents from PG&E and provide timely status updates from contractor and MHP Owner/Operator to Utility.

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. The MHP Representative shall distribute the information to the residents in a timely manner in accordance to MHP's Rules and Regulations

5.9.4. The MHP Owner/Operator must allow PG&E to directly contact the MHP residents during the project regarding the MHP Program, account setup and other utility programs. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MH residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement (Attachment A). The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different 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 PG&E and keeps the MHP residents informed of the status of the "Beyond-the-Meter" work. 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 PG&E communications and be distributed in a timely manner.

5.10. Construction

5.10.1. Construction of the conversion project may commence after compliance with Section D.3.b of the MHP Rules.

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

5.11. Cutover / Completion of Conversion

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 PG&E is satisfied that 24 hour access is available to all utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a utility approved locking device with a utility keyway. Where electronic gates may be involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller.

5.11.3. The MHP Owner/Operator is responsible for discontinuing MHP utility service to all qualifying MH-spaces no later than 90 days after PG&E is ready to cutover all qualifying MH-spaces to direct Utility service.

5.11.4. If requested by PG&E, the MHP Owner/Operator shall require Contractor to be available perform joint cutover with PG&E for the individual services within the MHP.

5.11.5. If requested by the Utility, the MHP Owner/Operator shall have their Contractor purge the gas legacy master-meter system of unpressurized gas to ensure safety of the disconnected gas system.

6. Utility's Responsibilities

6.1. Engineering and Planning

6.1.1. PG&E will design and install the new "To-the-Meter" electric and/or gas distribution and service system for the MHP to meet current Utility design standards and applicable codes, regulations and requirements based on the most economic, convenient and efficient service route.

To the extent possible, PG&E 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. For example, an existing 200 ampere overhead electric service will be replaced with a 200 ampere overhead electric service. If both electric and gas are requested to be replaced and electric service is provided overhead, PG&E will have the option to offer underground electric service if it is cost effective to do so. If gas service is located above ground, PG&E will underground the gas service as well as the electric service, if present.

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

6.1.3. PG&E will consult with the MHP Owner/Operator to identify the location of each electric/and/or gas meter and any protection required for the metering service equipment. PG&E will have the final approval of the location of the meter.

6.1.4. PG&E 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. PG&E 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 amperes, the utility will design and install "To-the-Meter" facilities to accommodate 100 ampere service as part of the MHP Program.

6.1.6. With the exception of 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 PG&E's current Rules and Tariffs.

6.1.7. If applicable, PG&E will design and install a natural gas service line at each individual MH-Space to deliver sufficient volume at PG&E's standard delivery.

6.1.8. Vacant MH-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 cutover, a line extension contract will be required to extend service per normal line extension rules (Rule 16).

6.2. Permits

6.2.1. PG&E will acquire routine, ministerial construction permits, such as encroachment permits necessary for trenching within public rights-of-way.

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

6.3. Environmental and Cultural Resources Review

6.3.1. PG&E shall conduct a "desktop" environmental, endangered species and cultural resources review of the proposed work at the MHP. If such review indicates any environmental, endangered species and cultural resources issues, PG&E will immediately suspend of work at the MHP. PG&E will not resume work until it has received authorization from appropriate experts and/or agency with jurisdictional authority. Utility assumes no remediation responsibility or liability. Costs for remediation are not eligible for reimbursement from the MHP Program.

6.4. Outreach and Education

6.4.1. PG&E will work with the MHP Owner/Operator and/or the MHP Representative on outreach and education to MHP residents.

6.4.2. During the construction phase, PG&E 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 PG&E 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. PG&E will work with the MHP Representative to ensure all notices and project information is communicated and distributed in a timely manner.

6.4.3. PG&E will manage communications with the Commission, California Department of Housing and Community Development (HCD), other utilities, local government, local media, and other parties, as necessary, regarding the MHP Program activities.

6.5. Construction

6.5.1. PG&E will install, or select a qualified licensed contractor to install the new "To-the-Meter" electric and/or gas distribution systems that will meet all current electric and/or gas design standards, applicable codes, regulations and requirements. Facilities and services installed will be based on the agreed upon design.

6.5.2. PG&E 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. Utility may commence conversion after compliance with Section D.3.b of the MHP Rules. PG&E may elect to wait until the MHP Owner/Operator can demonstrate construction of the "Beyond-the-Meter" facilities have been substantially completed, such facilities have been approved by the governing inspection authority and PG&E receives a copy of any inspection report or verification to begin construction. PG&E may also commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by PG&E and/or as scheduling and availability permits.

6.5.4. PG&E shall not remove the existing legacy system, unless necessary and the system shall be abandoned in place and PG&E shall isolate the new and existing legacy systems. PG&E shall not incur any expenses associated with the removal or retirement of the existing system under the conversion program. Should removal of the legacy distribution system be necessary to complete the conversion to direct utility service from PG&E, such costs may at PG&E's discretion be included in the MHP Program if it is necessary and can be done so efficiently.

6.6. Cutover / Completion of Project

6.6.1. PG&E will own, operate, and maintain all "To-the-Meter" electric and/or gas distribution and service systems within the MHP. Upon completion of the conversion, the facilities will be managed under and subject to Rule 15 and Rule 16 and other applicable tariffs.

6.6.2. If necessary, PG&E will coordinate with the Contractor to jointly meet to perform joint cutover with PG&E for the individual services within the MHP

6.6.3. If the cutover of all eligible MH-Spaces within an MHP is expected to take longer than 30 days, the utility may adjust the discount on a monthly basis, based upon the number of spaces that have been cutover to direct utility service. Upon conversion of all eligible MH-Spaces within the MHP, the utility will terminate the discount in its entirety.

6.6.4. PG&E will reimburse the MHP Owner/Operator for all qualifying "Beyond-the-Meter" work as summarized in Attachment C.

7. Safety

7.1. IMPORTANCE OF SAFETY: The Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Program and 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 abide by all safety requirements incorporated herein and to perform their portion of the work, in accordance with all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. The MHP Owner/Operator shall require its Contractor to provide necessary training to its employees and Subcontractors to inform them of the foregoing safety and health rules and standards. Should PG&E 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 PG&E 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 and/or operating natural gas facilities shall be performed in accordance with said practices, laws, rules, and regulations. PG&E may designate safety precautions in addition to those in use or proposed by contractor. PG&E reserves the right to inspect the work and to halt construction to ensure compliance with reasonable and safe work practices and with all applicable federal, state, and local laws, rules, and regulations. Neither the requirement that contractor working on behalf of the MHP Owner/Operator follow said practices and applicable laws, rules, and regulations, nor adherence thereto by contractor, shall relieve MHP Owner/Operator of the sole responsibility to maintain safe and efficient working conditions.

7.3. Additional Precautions: Upon PG&E'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, PG&E may provide the safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by PG&E 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 PG&E, 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 PG&E: PG&E reserves the right to suspend the work under the MHP Utility Upgrade Program to serve the needs of the greater public.

8.2. Notification of Delays: MHP Owner/Operator shall cause contractor to promptly notify PG&E in writing of any impending cause for delay that may affect PG&E's schedule. If possible, PG&E 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 PG&E'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. Termination

9.1. Either Party may, at its option, terminate upon 30 day written notice to the other Party.

9.1.1. PG&E 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 PG&E and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at PG&E'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 PG&E 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 PG&E'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. Reimburse PG&E for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual MH-Space or common area. PG&E's costs may include, but is not limited to, "To-the-Meter" labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work; and

9.1.2.2. Not be eligible for reimbursement for any "Beyond-the-Meter" work that did not result in a direct Utility service of an individual MH-Space; and

9.1.2.3. Repay in full to the Utility any reimbursements paid to the MHP Owner/Operator for partial work completed by its contractor.

9.1.3. In the event of termination, PG&E shall reimburse the MHP Owner/Operator for services satisfactorily completed prior to the date of cancellation that resulted in direct PG&E service which are of benefit to PG&E. In no event shall PG&E be liable for lost or anticipated profits or overhead on uncompleted portions of the work due to termination.

9.1.4. Cancelled MHP Agreement may, at the Utilities option, result in the removal the MHP from the MHP Program and the selection of the next MHP that is on the waiting list for the MHP Program.

9.1.5. MHP Owner/Operator shall be liable for additional costs to PG&E arising from termination. PG&E may terminate this Agreement, suspend work 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 PG&E to provide "To-the-Meter" facilities for a typical utility service for each qualifying MH-Space will be covered under the MHP Program.

10.2. Requests for service entrance relocations, rearrangements and upgrades are not covered under the MHP Program.

10.3. Additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules are eligible for inclusion in the MHP Utility Upgrade Program. PG&E will not provide the service panel and "Beyond-the-Meter" reimbursements for these common area services.

10.4. PG&E will reimburse the MHP Owner/Operator based on the invoice for the "Beyond-the-Meter" to be performed by the contractor. The amount that is eligible for reimbursement for the "Beyond-the-Meter" work shall not exceed the "Cost Covered by the MHP Program" amount listed on Attachment C, without prior written approval from PG&E. PG&E will review all invoices received for the "Beyond-the-Meter" work by the contractor and will reimburse the MHP Owner/Operator for all prudently occurred and reasonable construction expenditures. The MHP Program will not cover or reimburse costs for any modification or retrofit of the mobilehome or manufactured home.

10.5. As soon as practicable and after any jurisdictional authorities have inspected and approved operation of the "Beyond-the-Meter" work, the MHP Owner/Operator may submit invoices to PG&E for "Beyond-the-Meter" work. Invoices submitted shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MH-Space compared to the total number of eligible MH-Spaces at the MHP. The final reimbursement for the "Beyond-the-Meter" work will be paid to the MHP Owner/Operator after the final cutover has been completed and the entire MHP has been converted to direct PG&E service.

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

11. Nondisclosure

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

of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information.

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

12. Indemnification

12.1. MHP Owner/Operator shall indemnify, defend and hold harmless PG&E, 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 PG&E, MHP Owner/Operator, Contractor or Subcontractor; injury to property of PG&E, 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 PG&E, 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 PG&E, its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless PG&E from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which PG&E shall have no liability. A utility shall have no liability for the MHP submeter systems (referred to as legacy systems), or the “Beyond-the-Meter” infrastructure installed during conversion, and the MHP owner will hold harmless, defend and indemnify PG&E from all causes of action or claims arising from or related to these systems.

12.2. MHP Owner/Operator acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

12.3. MHP Owner/Operator shall, on PG&E'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 PG&E 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 PG&E harmless from any and all penalties, actions, causes of action, damages, claims and demands whatsoever arising out of or occasioned by failure of MHP Owner/Operator and Contractor or a Subcontractor to make full and proper compliance with said bylaws, rules, regulations, laws, orders, stipulations or plans.

14. Governing Law

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

15. Entire Agreement

This Agreement consists of, in its entirety, Mobilehome Park Utility Upgrade Program Agreement and all attachments hereto, the MHP Application and PG&E's Electric and Gas Rule 28. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

16. Enforceability

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

17. Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage

caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure Event"), which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch.

18. Not a Joint Venture

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

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

Name of Mobilehome Park	
Company Name of Owner/Operator	**PACIFIC GAS AND ELECTRIC COMPANY**
Signature	*Signature*
Print Name	*Type/Print Name*
Title	*Title*
Date	*Date*

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT
Attachment A
Documents and Delaration

A. Additional Documentation

As described in the Applicability Section of Rule 28 (Section A.1) and Section 1.4 of the Agreement the MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Mobilehome Park Utility Upgrade Program:

1. The MHP Owner/Operator must provide a copy of a valid operating license from the governmental entity with relevant authority; (Required)

2. If the MHP is operated on leased real property, a copy of the land lease agreement must be provided. The land lease agreement must supply proof that the lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utilities.

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

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

B. Declaration of Non-Condemnation

In accordance with CPUC Decision (D.) 14-03-021, and subject to the requirements of Gas and Electric Rule 28, all MHP participating in the MHP Utility Upgrade Program must affirm that the Mobilehome Park is not subject to an enforceable condemnation order or to pending condemnation proceedings.

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

_____	_____
Name of Mobilehome Park	Authorized Signature
_____	_____
Company Name of Owner/Operator	Print Name
_____	_____
Date	Title

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT
Attachment B
Contractor Selection

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

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

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

In all instances, the work performed by the contractor must meet PG&E's current standards as specified in the Utility's Electric and/or Gas 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) $ _____

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 UPGRADE PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Project

MHP Owner/Operator: _____

Project Name: _____

Address: _____

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 14-03-021, and subject to the requirements of Gas and Electric Rule 28, PG&E is offering the Mobilehome Park Utility Upgrade Program to convert existing privately owned master-meter/sub-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities ("MHP"), to direct PG&E service for each individual space within MHP.

Utility service to be converted to direct PG&E service (check one)

☐ Electric Only ☐ Gas Only ☐ Electric & Gas

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

Any service modifications and associated costs beyond what is being provided by the MHP Program will be the responsibility of the requesting party. These modifications will be handled under PG&E's current applicable Tariffs. In addition, "Beyond-the-Meter" costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the MHP Program. Any additional common use area meters and services that are not provided by the program will be designed and installed under the guidance of the Service Relocation and Rearrangement section of Gas and Electric Rule 16.

Table C.-1 Illustrate the financially responsible party for the "To-the-Meter" and "Beyond-the-Meter" services under the MHP Program

Table C-1	**"To-the-Meter"** Facilities and Equipment installed by PG&E 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 UPGRADE PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Project

A. PG&E's Estimated "To-the-Meter" Project Costs Not Covered by the Program
(To be completed by PG&E[1]

	Costs Not Covered by the MHP Program
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]	$ _____
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]	$ _____
Gas System – Includes, but is not limited to, installation of gas piping, connectors, meters, and other facilities required to complete the distribution and service line extensions. [Service upgrades or rearrangements requested on behalf of the individual MHP Residents not covered by the MHP Program]	$ _____
Other – Includes, but is not limited to, easement estimate, SmartMeter™ network upgrade, and other cost associated with the project.	$ _____
	_____
PG&E's Total Estimated "To-the-Meter" Project Costs Not Covered by the Program $	$ _____

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

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[2]
Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.		$ _____	$ _____
Electric System – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.	Materials:	$ _____	$ _____
	Labor:	$ _____	$ _____
Gas System – Includes, but is not limited to, houseline plumbing from the PG&E riser to the customer connection including labor and materials.	Materials:	$ _____	$ _____
	Labor:	$ _____	$ _____
Other – Includes, but is not limited to, permits as provided by contractor.		$ _____	$ _____
MHP Owner/Operator's Total Estimated "Beyond-the-Meter" Project Costs		$ _____	$ _____

C. Estimated Cost for MHP Service Conversion Project (A + B) $ _____ $ _____

D. Number of MH-Spaces _____

E. Average Cost per MH-Space $ _____ $ _____

[2] Provided breakdown of charges not covered by the program on Attachment C.

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT
Attachment D –
Costs That The MHP Owner/Operator is Responsible for that is Not Covered Under The MHP Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

Any service modifications and associated costs beyond what is being provided by the MHP Program will be the responsibility of the requesting party. These modifications will be handled under PG&E's current applicable Tariffs. In addition, "Beyond-the-Meter" costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the MHP Program. Request for additional common use area meters and services that are not provided by the MHP Program, but approved by PG&E, will be designed under the guidance of the Utilities' Rules for Service Relocation and Rearrangement. Service modifications and relocations for MH-Spaces in a MHP where the lots are not owned by the resident residing on the lot (leased or rented spaces), must be requested by and is the responsibility of the MHP Owner/Operator.

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

_____

_____

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

1. Amount Due from MHP Owner/Operator to PG&E

- Amount due to PG&E for "To-the-Meter" work not covered by the MHP Program. $ _____
- Amount due to PG&E for "To-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas $ _____

Total $ _____

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

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

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

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT
Attachment D –
Costs That The MHP Owner/Operator is Responsible for that is Not Covered Under The MHP Program

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

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

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

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

MHP Owner/Operator: _____

Project Name: _____

Address: _____

Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities, where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rules and Regulations. These modifications, and associated costs, would be the responsibility of the requesting MH resident and will be handled under PG&E's current applicable Tariffs. All other requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program must be made by the MHP Owner/Operator and documented in Attachment D.

The MHP Owner/Operator is responsible to collect any and all fees associated with service modifications that were requested on behalf of the MH residents where the MHP lots are owned by the resident and forward those payments to PG&E with this Agreement.

A. Total Amount Due By MH Residents where the MHP lots are owned by the resident for Service Modification and/or services not covered by the Program

1. Amount Due from MH Residents to PG&E

   - Amount due to PG&E for "To-the-Meter" work not covered by the MHP Program. $ _____

2. Amount Due from MH Residents to the Contractor

   - Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MH Residents. $ _____

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

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

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

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

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

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Attachment 2

Gas and Electric Rule 28

Mobilehome Park Utility Upgrade Program

Redline Version

GAS RULE NO. 28

Sheet 1 (N)

MOBILEHOME PARK ~~CONVERSION~~UTILITY UPGRADE PROGRAM (N)

A. PURPOSE: Pursuant to the California Public Utility Commission's (CPUC or Commission) Decision (D.)14-03-021, PG&E is offering the Mobilehome Park ~~Conversion~~Utility Upgrade Program ("MHP Program") as a voluntary three-year living pilot program to convert approximately 10 percent of eligible master-metered submetered Mobilehome Parks or Manufactured Housing Communities (MHP) spaces within PG&E's service territory. Subject to the requirements set forth in this Rule, all eligible submetered spaces (including both "To-the-Meter" and "Beyond-the-Meter"), and common use services within the entire MHP will be converted from master-metered natural gas distribution service to direct PG&E distribution and service (Distribution System). (N)

B. APPLICABILITY: The MHP Program is available to all eligible MHPs within PG&E's service territory as defined in Section C. 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 PG&E.

   a. Receive natural gas through a single master-meter, own and operate the distribution system with associated sub-meters, and furnish natural gas to residents.
   b. Take natural gas service under one of the following rate schedules:
      - Gas Schedule GT
      - Gas Schedule GTL
   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 PG&E.
   e. Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

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:

   - 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" ["CPUC's Form of Intent"]; and
   - The "Mobilehome Park ~~Conversion~~Utility Upgrade Program Application" ["MHP Application"] (Form 79-1164); and
   - The "Mobilehome Park ~~Conversion~~Utility Upgrade Program Agreement" ["MHP Agreement"] (Form 79-1165). (N)

(Continued)

GAS RULE NO. 28 Sheet 2 (N)
MOBILEHOME PARK ~~CONVERSION~~UTILITY UPGRADE PROGRAM (N)

D. MHP PROGRAM COMPONENTS: (N)

1. CPUC's Form of Intent

CPUC's Form of Intent will be accepted January 1, 2015, through March 31, 2015 (90-day period). The MHP Owner/Operator must complete and submit the CPUC's Form of Intent concurrently to both the Safety Enforcement Division (SED) of the CPUC and PG&E. 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's 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. MHPs whose ~~Initial Applications~~CPUC's Form of Intent are accepted and prioritized by SED and HCD will be considered pre-qualified.

2) PG&E will receive a list of pre-qualified MHP Initial Applications from SED and HCD. PG&E will then contact the MHPs with the highest priority to participate in the MHP program until the program goal is achieved. PG&E 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.

2. MHP Application

a. After an MHP has been preliminarily contacted by PG&E to participate in the MHP Program, the MHP Owner/Operator will be provided with the MHP Application. The MHP Application requests additional information that the MHP Owner/Operator ~~must~~should provide to enable PG&E 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, PG&E will commence engineering and planning a new MHP distribution system.

3. MHP Agreement

a. After PG&E has engineered and planned the new MHP distribution system and PG&E has received the name of the MHP's Contractor and the cost for the "Beyond-the-Meter" work, PG&E 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 (N)

(Continued)

GAS RULE NO. 28 Sheet 2 (N)
MOBILEHOME PARK ~~CONVERSION~~UTILITY UPGRADE PROGRAM (N)

facilities or addition of new gas facilities, 4) the execution of the MHP Agreement.

(Continued)

GAS RULE NO. 28

Sheet 3 (N)

MOBILEHOME PARK ~~CONVERSION~~UTILITY UPGRADE PROGRAM (N)

4. Construction (N)

   a. PG&E will perform or select a qualified, licensed contractor to perform all necessary "To-the-Meter" construction, plumbing, and/or gas work as set forth in this Rule, and the MHP Agreement.

   b. The MHP Owner/Operator selected Contractor will perform all necessary "Beyond-the-Meter" construction, and/or gas plumbing as set forth in this Rule, and the MHP Agreement.

5. Cutover of Service

   a. Cutover to direct service from PG&E 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 submetered discount will cease as described in the ~~MHP Owner/Operator~~Utility's Responsibilities section of the MHP Agreement.

   c. MHP residents (tenants or owners of the Mobilehome) will become customers of PG&E and served in accordance with all applicable rates, rules and conditions set forth in PG&E's existing Tariffs, except as otherwise noted in this Rule.

6. Ownership of Facilities After Conversion

   a. Upon cutover to direct service, PG&E will own, operate, and maintain all of the "To-the-Meter" gas distribution and service systems within the MHP in accordance with all applicable rates, rules and conditions set forth in PG&E existing Tariffs.

   b. The MHP Owner/Operator or MH Owner shall own, operate and maintain all "Beyond-the-Meter" facilities in accordance with State and local jurisdictional codes and ordinances.

   c. PG&E shall have no liability for the MHP submetered system (referred to as legacy systems), or the "Beyond-the-Meter" infrastructure installed during conversion. The MHP Owner/Operator will hold harmless, defend and indemnify the Utility from all causes of action or claims arising from or related to these systems.

7. Safety

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

(Continued)

GAS RULE NO. 28 Sheet 4 (N)
MOBILEHOME PARK ~~CONVERSION~~UTILITY UPGRADE PROGRAM (N)

8. Reimbursement to MHP Owner/Operator (N)

PG&E will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for "Beyond-the-Meter" construction covered by the MHP Program. These expenditures shall not include costs relating to any modification or retrofit of the Mobilehome, costs associated with "Beyond-the-Meter" cost to serve common areas, 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. The amount eligible for reimbursement will be stated in the MHP Agreement.

9. Payment to PG&E

a. 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 PG&E prior to or included with the submittal of the MHP Agreement in order for the construction phase to begin.

E. INTERACTION WITH OTHER TARIFFS:

1. MHP Residents

Upon conversion, MHP residents will be subject to PG&E's effective Tariffs, which can be found at www.pge.com/tariffs, with the following exceptions:

a. Gas Rules 7– Deposit: Existing MHP residents who become customers of PG&E through the MHP Program will be deemed "grandfathered" into their PG&E 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 Gas Rules 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/submeter distribution system and become customers of PG&E 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. (N)

(Continued)

GAS RULE NO. 28 Sheet 5 (N)
MOBILEHOME PARK ~~CONVERSION~~UTILITY UPGRADE PROGRAM (N)

E. INTERACTION WITH OTHER TARIFFS: (Cont'd) (N)

c. Medical Baseline Allowance – Existing MHP residents who receive a medical baseline allowances through the MHP master-meter/submeter distribution system and become customers of PG&E 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 Rules (Rule 19) 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.

2. MHP Owner/Operator(s)

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

a. Gas Rules 15 – Distribution Extension: Because PG&E will design and install the new Distribution Line/Main Extension, at no cost to the MHP Owner/Operator, sections in Gas Rules 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. Gas Rules 16 – Service Extension: Because PG&E will design and install the new Service Extension, at no cost to the MHP Owner/Operator, sections in Gas Rules 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 Gas Rule 16 may be waived by the utility during MHP Program participation. ~~Under~~In consultation with the MHP ~~Program~~Owner/Operator, all meters and associated metering equipment under the MHP Program shall be located at a protected location ~~on Applicant's Premises~~in the park as designated and approved by PG&E. (N)

(Continued)

GAS RULE NO. 28

Sheet 6 (N)

MOBILEHOME PARK ~~CONVERSION~~UTILITY UPGRADE PROGRAM (N)

F. DEFINITIONS and ACRONYMNS: (N)

Certain specific terms used in this Rule are defined below. Additional definitions for more widely used terms in PG&E's tariffs are also found in Electric and Gas Rule 1

1. MHP AGREEMENT – The Mobilehome Park ~~Conversion~~Utility Upgrade Agreement (Form 79-1165).

2. BEYOND-THE-METER (Gas) – Gas "Beyond-the-Meter facilities include the gas equipment to establish the Service Delivery Point as identified in the "Required Service Equipment" of Gas Rule 16, along with the infrastructure necessary to complete the extension of facilities from the gas metering facility to the mobilehome exterior line stub The Utility will not be responsible for any part of the point of connection material, including labor, or any work that would require an alteration permit. Beyond-the-Meter facilities are the responsibility of the MHP Owner/Operator or the mobilehome owner. The mobilehome exterior line stub outlet will continue to be part of the mobilehome and be the responsibility of the MH Owner.

3. COMMON USE AREA – Designated building(s), areas, or facilities within an MHP that is (are) intended to be used by all the park residents or the MHP Owner/Operator. Energy costs for servicing the common area are paid for by the MHP Owner/Operator.

4. 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 C of Decision14-03-021).

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 – See Rule 1.

9. MOBILEHOME SPACE (MH-Space) – Designated area within a Mobilehome Park that is owned, rented, or held out for rent, to accommodate a mobilehome used for human habitation. (N)

(Continued)

GAS RULE NO. 28

Sheet 7 (N)

MOBILEHOME PARK ~~CONVERSION~~UTILITY UPGRADE PROGRAM (N)

F. DEFINITIONS and ACRONYMNS: (Cont'd) (N)

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 mobilehome park under a rental agreement or who lawfully occupies a mobilehome.

12. SED – California Public Utilities Commission's Consumer Safety and Enforcement Division: The SED has safety oversight of electric and communications facilities, natural gas and propane gas systems, railroads, light rail transit systems, 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 (Gas) – Where PG&E's Service Facilities are connected to Applicant's pipe (house line), normally adjacent to the location of the meter.

14. TO-THE-METER (Gas) – Gas "To-the-Meter" facilities include all gas facilities (e.g. connection fittings, pipe, valves, riser, regulator and meters) including substructures necessary to complete the gas distribution line and service extensions to the Service Delivery Point, and will be owned, maintained and operated by PG&E.

15. MHP APPLICATION – The joint Utilities' Mobilehome Park ~~Conversion~~Utility Upgrade Application (Form 79-1164). (N)

ELECTRIC RULE NO. 28

Sheet 1 (N)

MOBILEHOME PARK ~~CONVERSION~~UTILITY UPGRADE PROGRAM (N)

A. PURPOSE: Pursuant to the California Public Utility Commission's (CPUC or Commission) Decision (D.)14-03-021, PG&E is offering the Mobilehome Park ~~Conversion~~Utility Upgrade Program ("MHP Program") as a voluntary three-year living pilot program to convert approximately 10 percent of eligible master-metered submetered Mobilehome Parks or Manufactured Housing Communities (MHP) spaces within PG&E's service territory. Subject to the requirements set forth in this Rule, all eligible submetered spaces (including both "To-the-Meter" and "Beyond-the-Meter"), and common use services within the entire MHP will be converted from master-metered electric distribution service to direct PG&E distribution and service (Distribution System). (N)

B. APPLICABILITY: The MHP Program is available to all eligible MHPs within PG&E's service territory as defined in Section C. 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 PG&E.

   a. Receive electricity through a single master-meter, own and operate the distribution system with associated sub-meters, and furnish electricity to residents.
   b. Take electric service under one of the following rate schedules:
      - Electric Schedule ET
      - Electric Schedule ETL
   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 ~~until the new utility infrastructure is fully depreciated~~for a minimum of 20 years from the time that the MHP Agreement is executed by PG&E.
   e. Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

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:

   - 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" ["CPUC's Form of Intent"]; and
   - The "Mobilehome Park ~~Conversion~~Utility Upgrade Program Application" ["MHP Application"] (Form 79-1164); and
   - The "Mobilehome Park ~~Conversion~~Utility Upgrade Program Agreement" ["MHP Agreement"] (Form 79-1165). (N)

(Continued)

ELECTRIC RULE NO. 28

Sheet 2 (N)

MOBILEHOME PARK ~~CONVERSION~~UTILITY UPGRADE PROGRAM (N)

D. MHP PROGRAM COMPONENTS: (N)

1. CPUC's Form of Intent

CPUC's Form of Intent will be accepted January 1, 2015, through March 31, 2015 (90-day period). The MHP Owner/Operator must complete and submit the CPUC's Form of Intent concurrently to both the Safety Enforcement Division (SED) of the CPUC and PG&E. 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's 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. MHPs whose ~~Initial Applications~~CPUC's Form of Intent are accepted and prioritized by SED and HCD will be considered pre-qualified.

2) PG&E will receive a list of pre-qualified MHP Initial Applications from SED and HCD. PG&E will then contact the MHPs with the highest priority to participate in the MHP program until the program goal is achieved. PG&E 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

2. MHP Application

a. After an MHP has been preliminarily contacted by PG&E to participate in the MHP Program, the MHP Owner/Operator will be provided with the MHP Application. The MHP Application requests additional information that the MHP Owner/Operator ~~must~~should provide to enable PG&E 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, PG&E will commence engineering and planning a new MHP distribution system.

3. MHP Agreement

a. After PG&E has engineered and planned the new MHP distribution system and PG&E has received the name of the MHP's Contractor and the cost for the "Beyond-the-Meter" work, PG&E 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, 4) the execution of the MHP Agreement. (N)

(Continued)

ELECTRIC RULE NO. 28

Sheet 3 (N)

MOBILEHOME PARK ~~CONVERSION~~UTILITY UPGRADE PROGRAM (N)

4. Construction (N)

   a. PG&E 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. 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.

5. Cutover of Service

   a. Cutover to direct service from PG&E 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 submetered discount will cease as described in ~~Section 5.11 of the~~the Utility's Responsibilities section of the MHP Agreement.

   c. MHP residents (tenants or owners of the Mobilehome) will become customers of PG&E and served in accordance with all applicable rates, rules and conditions set forth in PG&E's existing Tariffs, except as otherwise noted in this Rule.

6. Ownership of Facilities After Conversion

   a. Upon cutover to direct service, PG&E 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 PG&E existing Tariffs.

   b. The MHP Owner/Operator or MH Owner shall own, operate and maintain all "Beyond-the-Meter" facilities in accordance with State and local jurisdictional codes and ordinances.

   c. PG&E shall have no liability for the MHP submetered system (referred to as legacy systems), or the "Beyond-the-Meter" infrastructure installed during conversion. The MHP Owner/Operator will hold harmless, defend and indemnify the Utility from all causes of action or claims arising from or related to these systems.

7. Safety

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

(Continued)

ELECTRIC RULE NO. 28 Sheet 4 (N)
MOBILEHOME PARK ~~CONVERSION~~UTILITY UPGRADE PROGRAM (N)

8. Reimbursement to MHP Owner/Operator (N)

PG&E will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for "Beyond-the-Meter" construction covered by the MHP Program. These expenditures shall not include costs relating to any modification or retrofit of the Mobilehome, costs associated with "Beyond-the-Meter" cost to serve common areas, 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. The amount eligible for reimbursement will be stated in the MHP Agreement.

9. Payment to PG&E

a. 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 PG&E prior to or included with the submittal of the MHP Agreement in order for the construction phase to begin.

E. INTERACTION WITH OTHER TARIFFS:

1. MHP Residents

Upon conversion, MHP residents will be subject to PG&E's effective Tariffs, which can be found at www.pge.com/tariffs, with the following exceptions:

a. Electric Rules 7– Deposit: Existing MHP residents who become customers of PG&E through the MHP Program will be deemed "grandfathered" into their PG&E 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 Electric Rules 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/submeter distribution system and become customers of PG&E 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. (N)

(Continued)

ELECTRIC RULE NO. 28

Sheet 5 (N)

MOBILEHOME PARK ~~CONVERSION~~UTILITY UPGRADE PROGRAM (N)

E. INTERACTION WITH OTHER TARIFFS: (Cont'd) (N)

c. Medical Baseline Allowance – Existing MHP residents who receive a medical baseline allowances through the MHP master-meter/submeter distribution system and become customers of PG&E 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 Rules (Rule 19) 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.

2. MHP Owner/Operator(s)

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

a. Electric Rules 15 – Distribution Extension: Because PG&E will design and install the new Distribution Line/Main Extension, at no cost to the MHP Owner/Operator, sections in Electric Rules 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. Electric Rules 16 – Service Extension: Because PG&E will design and install the new Service Extension, at no cost to the MHP Owner/Operator, sections in Electric Rules 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 Electric Rule 16 may be waived by the utility during MHP Program participation. ~~Under~~In consultation with the MHP ~~Program~~Owner/Operator, all meters and associated metering equipment under the MHP Program shall be located at a protected location ~~on Applicant's Premises~~in the park as designated and approved by PG&E. (N)

(Continued)

ELECTRIC RULE NO. 28

Sheet 6 (N)

MOBILEHOME PARK ~~CONVERSION~~UTILITY UPGRADE PROGRAM (N)

F. DEFINITIONS and ACRONYMNS: (N)

Certain specific terms used in this Rule are defined below. Additional definitions for more widely used terms in PG&E's tariffs are also found in Electric and Gas Rule 1

1. MHP AGREEMENT – The Mobilehome Park ~~Conversion~~Utility Upgrade Agreement (Form 79-1165).

2. BEYOND-THE METER (Electric) – Electric "Beyond-the-Meter" facilities include the electric equipment to establish the Service Delivery Point as identified in the "Required Service Equipment" of Electric 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. The Utility 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. Beyond-the-Meter facilities are solely the responsibility of the MHP Owner/Operator or the mobilehome owner (MH 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.

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 C of Decision14-03-021).

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 – See Rule 1.

9. MOBILEHOME SPACE (MH-Space) – Designated area within a Mobilehome Park that is owned, rented, or held out for rent, to accommodate a mobilehome used for human habitation. (N)

(Continued)

ELECTRIC RULE NO. 28 Sheet 7 (N)

MOBILEHOME PARK ~~CONVERSION~~UTILITY UPGRADE PROGRAM (N)

F. DEFINITIONS and ACRONYMNS: (Cont'd) (N)

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 Mobilehome Park under a rental agreement or who lawfully occupies a mobilehome.

12. SED – California Public Utilities Commission's Consumer Safety and Enforcement Division: The SED has safety oversight of electric and communications facilities, natural gas and propane gas systems, railroads, light rail transit systems, 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 PG&E's Service Facilities are connected to either Applicant's conductors or other service termination facility designated and approved by PG&E.

14. PG&E TO-THE–METER (Electric) – Electric "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 PG&E.

15. MHP APPLICATION – The joint Utilities' Mobilehome Park ~~Conversion~~Utility Upgrade Application (Form 79-1164). (N)

Gas and Electric Sample Form 79-1164

Mobilehome Park Utility Upgrade Program Application

Redline Version

GAS SAMPLE FORM 79-1164 Sheet 1 (N)
MOBILEHOME PARK (N)
UTILITY UPGRADE PROGRAM APPLICATION (N)

Please Refer to Attached
Sample Form

ELECTRIC SAMPLE FORM 79-1164 Sheet 1 (N)
MOBILEHOME PARK (N)
UTILITY UPGRADE PROGRAM APPLICATION (N)

Please Refer to Attached
Sample Form

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE PROGRAM APPLICATION

Date of Issuance: _____

In accordance with California Public Utilities Commission (CPUC or Commission) Decision (D.) 14-03-021, and subject to the requirements of the Mobilehome Park ~~Conversion~~Utility Upgrade Program Rule (MHP Rule[1]), the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park ~~Conversion~~Utility Upgrade 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. ~~This includes all common use area services and meters.~~

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

Electric Service	Natural Gas Service	
☐	N/A	***Bear Valley Electric Service***
☐	N/A	***Liberty Utilities*** (CalPeco Electric)
☐	☐	***Pacific Gas and Electric Company***
☐	N/A	***Pacific Power,*** *a Division of PacifiCorp*
☐	☐	***San Diego Gas and Electric Company***
☐	N/A	***Southern California Edison Company***
N/A	☐	***Southern California Gas Company***
N/A	☐	***Southwest Gas Corporation***

~~MHP Rule by Utility~~

[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
~~CONVERSION~~UTILITY UPGRADE PROGRAM APPLICATION

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

The purpose of this Mobilehome Park ~~Conversion~~Utility Upgrade 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.

~~ALTHOUGH YOUR MHP HAS BEEN PRE-SELECTED FOR THE MHP PROGRAM, THE INFORMATION REQUESTED IN THIS APPLICATION MUST BE PROVIDED TO, AND~~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.

This Application has been developed as part of the CPUC's regulatory process, and conforms to CPUC D.14-03-021. The Application has been approved by the Commission as a required component of the MHP Program, and may not be waived, altered, amended or modified, except as authorized by the CPUC. This Application at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

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

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

San Diego Gas and Electric Company
Attn: MHP Program, CP62A
8306 Century Park Ct.
San Diego, CA 92123-1530

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

Southern California Edison Company
~~MP Conversion~~MHP Utility Upgrade Program
3 Innovation Way, 3rd Flr - 365 J
Pomona, Ca 91768

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

Southern California Gas Company
Attn: MHP Program, GT-10G4
555 W 5Th St
Los Angeles, CA 90013-1034

Pacific Power
300 S. Main
Yreka, CA 96097

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

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 ~~for Mobilehome Dwelling Units:~~with either gas or electric service, excluding Recreation Vehicle (RV) Spaces: _____

Number of MHP Spaces ~~for~~Occupied by Residents: _____

Number of Unoccupied MHP Spaces: _____

Number of Recreational Vehicles (RVs)[3] Spaces: _____

~~Number of Vacant Spaces:~~ _____

Year MHP was established: _____

Applicant / Owner/ Operators Name: _____

Day Phone: _____

Cell Phone: _____

Fax: (___) _____ Email Address: _____

Mobilehome Unit Ownership Type

- ☐ All units on common single parcel
- ☐ Common use shared ownership
- ☐ Units on individual parcels
- ☐ Other: _____

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

MOBILEHOME PARK
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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: _____

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE 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 (The individual(s) who will 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
~~CONVERSION~~UTILITY UPGRADE PROGRAM APPLICATION

4. Current Utility Services for the ~~MHP~~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
~~CONVERSION~~UTILITY UPGRADE PROGRAM APPLICATION

Current Gas Service Account Number	Current Rate Schedule

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	**Gas**
☐ Master-Meter/Sub-Meter Electric	☐ Master Meter/Sub-Meter Gas
☐ Master Electric Meter, no Sub-Meter	☐ Master Gas Meter, no Sub-Meter
☐ Other:_____	☐ 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

Proposed MHP Space Main Switch Size
(Meter Panel and Service Termination Enclosure) 100 Amps
Service will be provided at single phase, 120/240 volts

Average square footage of Mobilehome: _____

Largest square footage of Mobilehome: _____

~~Typical appliances that can be found in a Mobilehome: (check all that applies)~~

~~☐ Electric Range~~ ~~☐ Electric Laundry Dryer~~
~~☐ Electric Water Heater~~ ~~☐ Electric On-Demand Water Heater~~
~~☐ Electric Oven~~ ~~☐ Electric Furnace~~
~~☐ Electric Air Conditioning~~ ~~☐ Electric Heat Pump~~
~~☐ Spa~~
~~☐ Other Electric loads~~ _____

2) Common Use Area

Common Use Area Electric Service: #___1___ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

☐ Lift Station (_____HP) ☐ MHP Office (_____KW)
☐ Street Lights (_____KW) ☐ Swimming Pool (_____KW)
☐ Club House (_____KW) ☐ Area Lighting (_____KW)
☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site (_____KW)
☐ Others _____(_____KW)

Common Use Area Electric Service: #___2___ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

☐ Lift Station (_____HP) ☐ MHP Office (_____KW)
☐ Street Lights (_____KW) ☐ Swimming Pool (_____KW)
☐ Club House (_____KW) ☐ Area Lighting (_____KW)
☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site (_____KW)
☐ Others _____(_____KW)

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

3) Streetlighting

☐ Streetlights to be served under general service rates with common use areas

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

Lamp Type: # ____1_____
☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor
☐ Mercury Vapor ☐ Metal Halide
☐ Incandescent ☐ LED
☐ Other _____

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

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

How are streetlights currently served?
☐ Served directly from Master meter account
☐ Served from MH sub-meter, or MH pedestal
☐ Direct unmetered connections

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

If Street Lighting to be separated from common use load and served unmetered under an applicable streetlight rate schedule, what rate schedule is being requested? _____

4) **Self-Generation** – Is there currently any self-generation (e.g. photovoltaic or wind generation) equipment servicing the common areas of the MHP?

☐ Yes (Size of system _____ KW) ☐ No

5) **Electric Vehicle Charging Station** – Is there currently an Electric Vehicle Charging Station located at the MHP?

☐ Yes (Charger size _____ kW) ☐ No

b. Natural Gas Load Information (if applicable)

Natural Gas Load Information: *Natural gas will be delivered at the Utilities standard service delivery pressure per Rule 2.*

Requests for elevated service delivery pressure require the Utilities' review and approval. If granted, elevated service delivery pressure may be reduced at any time due to the Utility operational needs. Special Facilities and cost-of-ownership charges may apply for elevated service delivery pressure. For further information, contact your local Utility office and refer to Gas Rule 2. (MBtu/h = 1,000 Btu/h)

1) **Mobilehome Gas Appliances:**

Gas will be provided to individual Mobilehomes at the Utility's standard delivery pressure for residential service per Rule 2.

Typical appliances that can be found in a Mobilehome: (check all that ~~applies~~apply)

☐ Gas Range -
☐ Water Heater
☐ Gas Oven
☐ On-Demand Water Heater
Btu rating: _____

☐ Laundry Dryer -
☐ Spa
☐ Furnace
☐ Other gas loads:
_____

2) **Common Use Area**

Common Use Area Gas Service: #__1___ Description: _____

Gas Service Delivery Pressure Requested:
☐ Standard delivery pressure
☐ Other (_____psig)

Gas appliances that can be found in common use areas: (check all that applies)

☐ Gas Range - Btu rating: _____
☐ Water Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____
☐ On-Demand Water Heater
Btu rating: _____
☐ Other gas loads _____
Btu rating: _____

☐ Laundry Dryer- Btu rating: _____
☐ Pool/Spa Heater- Btu rating: _____
☐ Furnace- Btu rating: _____
☐ Outdoor Gas Heaters
Btu rating: _____

Common Use Area Gas Service: #__2___ Description: _____

Gas Service Delivery Pressure Requested:
- ☐ Standard delivery pressure
- ☐ Other (_____psig)

- ☐ Gas Range - Btu rating: _____
- ☐ Water Heater- Btu rating: _____
- ☐ Gas Oven- Btu rating: _____
- ☐ On-Demand Water Heater Btu rating: _____
- ☐ Other gas loads _____ Btu rating: _____
- ☐ Laundry Dryer- Btu rating: _____
- ☐ Pool/Spa Heater- Btu rating: _____
- ☐ Furnace- Btu rating: _____
- ☐ Outdoor Gas Heaters Btu rating: _____

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

7. Additional Documentation

The MHP Owner/Operator ~~must~~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 & Owners: A complete list of current residents and registered owners for each ~~space in~~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 owner 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 owner 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.

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 engineering, planning, and construction phases of the conversion.

8. Planning, Engineering and Construction

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

The Planning, Engineering, and Construction terms and conditions of the MHP Program are detailed in the MHP Agreement. Information regarding Planning, Engineering, and Construction terms and conditions will be given to the MHP Owner/Operator at the time the metering points are provided. The MHP Agreement will 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 ~~their~~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 engineering and design of the new electric and/or gas distribution system. The Utility will consult with the MHP Owner/Operator to determine the location of the metering points for the MHP, with the Utility having final approval of the location of all meter(s), 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 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 OF THE CONTRACTOR SELECTED BY THE MHP OWNER/OPERATOR. IN THE EVENT THE UTILITY AND THE MHP OWNER/OPERATOR DO NOT AGREE, THEY MUST CONSULT WITH SED TO RESOLVE THE DISPUTE.

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

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

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

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

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

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE PROGRAM APPLICATION

12. MHP Owner/Operator Certification

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

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

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

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE PROGRAM APPLICATION
Attachment A - Additional Documentations

As described in Section 7 of this Application the MHP Owner/Operator ~~must~~should use its best effort to provide copies of the following documents along with ~~their~~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	Documents
	☐	List of Residents & Owners: A complete list of current residents and registered owners for ~~each space in~~the 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~~. This information will be used for outreach and notification efforts during the project. (Required)~~ should be provided to the Utilities. If all of the necessary resident and registered owner 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.
☐	☐	Service Documents: Detailed engineering drawings, as-built drawings, maps, and any other such records as may be necessary to ensure a complete record of the installation and location of the MHP's existing distribution system.
☐	☐	Single Line Diagram: For facilities with Self-Generation provide a single line diagram(s) showing the location of the generation and how it is currently connected to the MHP electrical system.
☐	☐	Additional Infrastructure: Detailed substructure engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the park, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.
☐	☐	Site Plan: Detail scaled drawing of MHP showing roads, sidewalks, driveways, MH-Space locations, streetlights, sprinkler controls, location of fire hydrants, common area facilities, electric vehicle charging stations, self-generation systems, other structures, and proposed future improvements. For electrical equipment, please provide load information on site plan or reference Common Use Area Service Number(s) found on Section 6 and Attachment B~~..~~.
☐	☐	Tract Map: Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.

Attach appropriate documents to Attachment A

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE PROGRAM APPLICATION
Attachment A - Additional Documentations

MHP Owner/Operator Initials _____

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE PROGRAM APPLICATION
Attachment B – Additional Information

Attachment B of this Application is used to document additional information regarding accounts and load information that are in excess of what can be documented on the MHP Application. Attachment B is being used to provide the following: (check all that applies)

- ☐ Electric Service Account Information
- ☐ Natural Gas Service Account Information
- ☐ Electric Common Use Area Services Information
- ☐ Streetlight Lamp Type
- ☐ Gas Common Use Area Services Information
- ☐ No additional information, beyond what is provided in the MHP Application

1. Electric Service Account Information:

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

Current Electric Service Account Number	Current Rate Schedule

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE PROGRAM APPLICATION
Attachment B – Additional Information

2. Natural Gas Service Account Information:

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

Current Gas Service Account Number	Current Rate Schedule

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE 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: _____

☐ Lift Station (_____HP) ☐ MHP Office (_____KW)
☐ Street Lights (_____KW) ☐ Swimming Pool (_____KW)
☐ Club House (_____KW) ☐ Area Lighting (_____KW)
☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site (_____KW)
☐ Others _____ (_____KW)

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

☐ Lift Station (_____HP) ☐ MHP Office (_____KW)
☐ Street Lights (_____KW) ☐ Swimming Pool (_____KW)
☐ Club House (_____KW) ☐ Area Lighting (_____KW)
☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site (_____KW)
☐ Others _____ (_____KW)

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

☐ Lift Station (_____HP) ☐ MHP Office (_____KW)
☐ Street Lights (_____KW) ☐ Swimming Pool (_____KW)
☐ Club House (_____KW) ☐ Area Lighting (_____KW)
☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site (_____KW)
☐ Others _____ (_____KW)

Common Use Area Electric Service: #_____ Description:_____

Voltage: _____ Phase: _____ Main Size: _____

☐ Lift Station (_____HP) ☐ MHP Office (_____KW)
☐ Street Lights (_____KW) ☐ Swimming Pool (_____KW)
☐ Club House (_____KW) ☐ Area Lighting (_____KW)
☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site (_____KW)
☐ Others _____ (_____KW)

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE 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)

Lamp Type:# _____
- ☐ High Pressure Sodium Vapor
- ☐ Low Pressure Sodium Vapor
- ☐ Mercury Vapor
- ☐ Metal Halide
- ☐ Incandescent
- ☐ LED
- ☐ Other _____

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

Lamp Type:# _____
- ☐ High Pressure Sodium Vapor
- ☐ Low Pressure Sodium Vapor
- ☐ Mercury Vapor
- ☐ Metal Halide
- ☐ Incandescent
- ☐ LED
- ☐ Other _____

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

Lamp Type:# _____
- ☐ High Pressure Sodium Vapor
- ☐ Low Pressure Sodium Vapor
- ☐ Mercury Vapor
- ☐ Metal Halide
- ☐ Incandescent
- ☐ LED
- ☐ Other _____

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

Lamp Type:# _____
- ☐ High Pressure Sodium Vapor
- ☐ Low Pressure Sodium Vapor
- ☐ Mercury Vapor
- ☐ Metal Halide
- ☐ Incandescent
- ☐ LED
- ☐ Other _____

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

Lamp Type:# _____
- ☐ High Pressure Sodium Vapor
- ☐ Low Pressure Sodium Vapor
- ☐ Mercury Vapor
- ☐ Metal Halide
- ☐ Incandescent
- ☐ LED
- ☐ Other _____

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

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE 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: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____
☐ Water Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____
☐ On-Demand Water Heater
Btu rating: _____
☐ Other gas loads _____
Btu rating: _____
☐ Laundry Dryer- Btu rating: _____
☐ Pool/Spa Heater- Btu rating: _____
☐ Furnace- Btu rating: _____
☐ Outdoor Gas Heaters
Btu rating: _____

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____
☐ Water Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____
☐ On-Demand Water Heater
Btu rating: _____
☐ Other gas loads _____
Btu rating: _____
☐ Laundry Dryer- Btu rating: _____
☐ Pool/Spa Heater- Btu rating: _____
☐ Furnace- Btu rating: _____
☐ Outdoor Gas Heaters
Btu rating: _____

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____
☐ Water Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____
☐ On-Demand Water Heater
Btu rating: _____
☐ Other gas loads _____
Btu rating: _____
☐ Laundry Dryer- Btu rating: _____
☐ Pool/Spa Heater- Btu rating: _____
☐ Furnace- Btu rating: _____
☐ Outdoor Gas Heaters
Btu rating: _____

Common Use Area Gas Service: #_____ Description: _____

Gas Service Delivery Pressure Requested: ☐ ¼ psig ☐ Other (___psig)

☐ Gas Range - Btu rating: _____
☐ Water Heater- Btu rating: _____
☐ Gas Oven- Btu rating: _____
☐ On-Demand Water Heater
Btu rating: _____
☐ Other gas loads _____
Btu rating: _____
☐ Laundry Dryer- Btu rating: _____
☐ Pool/Spa Heater- Btu rating: _____
☐ Furnace- Btu rating: _____
☐ Outdoor Gas Heaters
Btu rating: _____

Gas and Electric Sample Form 79-1165

Mobilehome Park Utility Upgrade Program Agreement

Redline Version

GAS SAMPLE FORM 79-1165 Sheet 1 (N)
MOBILEHOME PARK (N)
UTILITY UPGRADE PROGRAM AGREEMENT (N)

Please Refer to Attached
Sample Form

ELECTRIC SAMPLE FORM 79-1165 Sheet 1 (N)
MOBILEHOME PARK (N)
UTILITY UPGRADE PROGRAM AGREEMENT (N)

Please Refer to Attached
Sample Form

MOBILEHOME PARK ~~CONVERSION~~UTILITY UPGRADE PROGRAM AGREEMENT

This Mobilehome Park ~~Conversion~~Utility Upgrade Program Agreement ("Agreement") is made and entered into by and between _____ ("MHP Owner/Operator"), a _____ organized and existing under the laws of the state of _____, and the Utility, "Pacific Gas and Electric Company" ("PG&E" or "Utility"), a corporation organized and existing under the laws of the state of California. MHP Owner/Operator and PG&E may be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, PG&E offers a pilot program under the direction of the California Public Utilities Commission ("CPUC" or "Commission") pursuant to Decision 14-03-021 whereby master-metered/submetered Mobilehome Parks ("MHP") may elect to convert to direct utility service, with costs for "To-the-Meter" and "Beyond-the-Meter" work to be borne by PG&E (MHP Program).

WHEREAS, MHP Owner/Operator desires to convert the master-metered/submetered utility system(s) in its MHP to direct service from PG&E 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 agree to be bound by the terms and conditions set forth herein, incorporated herein by reference, and the requirements of Electric and Gas Rule 28 ("MHP Rules"). This Agreement and the MHP Rules shall govern the conversion of the entire private electric and/or natural gas distribution system servicing the MHP to direct PG&E 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 PG&E 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~~Commission (CPUC or Commission's) "Form of Intent" and the MHP Application (Form 79-1164), and continue to be bound by the terms set forth in those documents.

1.3. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of occupied residential MH-Spaces within the MHP that currently receives a discount under the current qualifying ~~Mobilehome~~mobilehome rate schedule ~~or as approved by PG&E~~ and the number of unoccupied residential MH-Space that are designated on the MHP Application ~~and~~that are ~~summarized in Attachment C of this Agreement.~~currently able to receive electric and/or gas service from the existing master-metered/submete system (Legacy System)

1.4. 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).

1.5. This Agreement Commission conforms to Decision 14-03-021 and has been approved by the CPUC for use between PG&E 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 at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

2. Representations

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

2.2. Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she is authorized to act as signatory for such 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 regulations, laws, City and County ordinances and recognized professional standards.

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 PG&E.

3.2. If requested by either party, a post engineering meeting can be requested prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the Contractor's bid to perform the "Beyond-the-Meter" work. PG&E encouragesand the Commission encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. PG&E reserves the right to withdraw the MHP space approval for the MHP, and may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs as specified in Section 10 of this Agreement.

3.3. Agreements and documents shall be mailed to:

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

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 to MH Spacesat the MHP and shall consult and coordinate with PG&E on such selection. The MHP Owner/Operator shall provide in Attachment B, attached hereto and incorporated herein, information about the selected contractor

5. MHP Owner/Operator Responsibilities

5.1. The MHP Owner/Operator will continue to have sole responsibility for compliance with all applicable laws governing Mobilehome Parks and compliance with the MHP's own Rules and Regulations.

5.2. Easements

5.2.1. The MHP Owner/Operator shall provide or assist in obtaining rights-of-ways or easement as required by the Utility's Distribution and Service Extension Rules (Rule 15 & 1716) and Decision 14-03-021.

5.2.2. PG&E shall at all times have the right to enter and leave the Parkpark for any purpose connected with the furnishing of electric /gas service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, and under all applicable PG&E tariffs.

5.3. Engineering and Planning – Electric Distribution System

5.3.1. The "Beyond-the-Meter" electrical system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of service equipment. Required permits must be obtained and shall be available for inspection by the UTILITY.

5.3.2. PG&E will normally design and install a single phase, 120/240 volts, 100-ampere electric meter service equipment at each individual MH-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 PG&E's current Rules and Tariffs.

5.4. Engineering and Planning – Gas Distribution System

5.4.1. The "Beyond-the-Meter" gas system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of gas house lines. Required permits must be obtained and shall be available for inspection by the UTILITY.

5.4.2. PG&E will design and install a natural gas service line to deliver sufficient volume at PG&E'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 PG&E's current Rules and Tariffs.

5.5. Engineering and Planning – General

5.5.1. MHP Owner/Operator shall ensure that any proposal for "Beyond-the-Meter" work prepared or received by the MHP Owner/Operator is based on a full knowledge of all conditions that would affect the cost and conduct of the conversion. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to PG&E the physical conditions at the work site, including as applicable, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; the extent of established lines and levels.

5.5.2. MHP Owner/Operator will at all times own and is responsible for the "Beyond-the-Meter" utility service facilities.

5.5.3. Requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program can be made by the MHP Owner/Operator ~~or the individual MH-Owner~~ and such modifications and additional incremental costs, will be the sole responsibility of the ~~requesting party~~MHP Owner/Operator. Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities where the MHP lots are owned by the resident residing on the lot and as permitted by the

MHP's Rule and Regulations. PG&E will process such requests under current applicable tariffs. Such requests for "To-the-Meter" services may require a separate service extension contract and shall be done in accordance with the effective service extension tariff. To the extent not covered by separate contract, costs for such requests are shown in Attachments C, D and E, attached hereto and incorporated herein. All costs not covered by the MHP Program must be paid in full to PG&E prior to or with the submittal of the MHP Agreement in order for the construction phase to begin.

5.5.3.1. The MHP Owner/Operator, or its representative, is responsible to collect any and all fees associated with "To-the-Meter" service modifications that are not covered by the MHP Program that were requested on behalf of the MH-Owner and due to PG&E under the current Rules and Tariffs and forward those payments to the appropriate Utility.

5.5.3.2. "Beyond-the-Meter" service modifications that are not covered by the MHP Program, including installation costs that exceed the most cost-effective option (e.g. alternate routes or below ground installations), will not be eligible for reimbursement from PG&E.

5.5.3.3. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order that may require redesign and/or re-engineering. Additional redesigning and/or re-engineering costs will not be eligible for reimbursement from PG&E.

5.5.4. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by PG&E and/or the contractor. Temporary facilities may include, but is not limited to, storage sheds, decks, awning, car ports, or any facility that is not normally provided by the MHP. Relocation or removal of such items will not be eligible for reimbursement from PG&E.

5.5.5. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the ~~Park's~~spark's common area, such as the office, clubhouse, laundry facilities, streetlights, etc., and their associated "Beyond-the-Meter" facilities. Utility meters will be installed to serve these facilities. MHP Owner/Operator will be responsible payment of Utility bills associated with such meters. Additional facilities that may be requested (e.g. streetlight fixtures) and associated energy charges for the common area facilities will be based on the applicable tariff and will not be eligible for reimbursement from PG&E.

5.6. Existing Distribution System (Legacy System)

5.6.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submeter system ("Legacy System") and continue to provide utility service to the MHP residents until cutover to the new direct PG&E service

system. At all times, the Legacy System will remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (if required), decommissioning and any environmental remediation.

5.6.2. If the MHP has an existing propane gas distribution system, PG&E will, upon request, replace it with a natural gas distribution system, provided that; 1) the Utility offers natural gas service and the MHP is located within the franchise area that the Utility serves; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be replaced under the Utility's existing Distribution and Service Extension Rules (Rule 15 & 16) and would not qualify under the MHP Program.

5.7. Permits

5.7.1. Except for ~~encroachment~~the routine, ministerial construction permits ~~necessary for trenching within public rights-~~to be acquired by PG&E pursuant to Section 6 of~~-way,~~ this Agreement, the acquisition of all other permits that may be necessary will be the responsibility of the MHP Owner/Operator. This includes, but not limited to, the following:

- Environmental and governmental agency permits.
- Caltrans permits.
- Railroad permits.
- HCD and/or local City and County building permits for electric and/or gas service work necessary to install new service delivery facilities including, but not limited to, gas house lines, electric meter pedestals, and terminations

The work performed by the MHP Owner/Operator's Contractor will include submittal of permits associated with all "Beyond-the-Meter" work to the agency with jurisdictional authority and such permits will be reimbursable under the MHP Program.

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

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 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 environmental, endangered species and cultural resources issues that are identified during the conversion will result in the immediate suspension of work at the MHP. The MHP Owner/Operator shall resolve these issues prior to work resuming at the MHP. MHP Owner/Operator may be granted additional time by PG&E to resolve environmental, endangered species and cultural resources issues prior to completing the conversion, however, such time will not exceed the period of the MHP Program, unless approved by the CPUC.

5.9. Outreach and Education

5.9.1. The MHP Representative will be the liaison for the MHP Owner/Operator and will be responsible for relaying project information to MHP Residents and to PG&E. The MHP Representative shall provide status updates to the MHP Owner/Operator and the MHP Residents from PG&E and provide timely status updates from contractor and MHP Owner/Operator to Utility.

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. The MHP Representative shall distribute the information to the residents in a timely manner in accordance to MHP's Rules and Regulations

5.9.4. The MHP Owner/Operator must allow PG&E to directly contact the MHP residents during the project regarding the MHP Program, account setup and other utility programs. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MH residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement (Attachment A). The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different 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 ~~the~~its contractor works with PG&E and keeps the MHP residents informed of the status of the "Beyond-the-Meter" work. 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 PG&E communications and be distributed in a timely manner.

5.10. Construction

5.10.1. Construction of the conversion project may commence after compliance with Section D.3.b of the MHP Rules.

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

5.11. Cutover / Completion of Conversion

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 PG&E is satisfied that 24 hour access is available to all utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a utility approved locking device with a utility keyway. Where electronic gates may be involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller.

5.11.3. The MHP Owner/Operator is responsible for discontinuing MHP utility service to all qualifying MH-spaces no later than 90 days after PG&E is ready to cutover all qualifying MH-spaces to direct Utility service.

~~5.11.4. The MHP Owner/Operator master-meter discount may be discontinued after more than fifty percent (50%) of the eligible MH-Spaces have been cutover to direct Utility service.~~

~~5.11.5.~~5.11.4. If requested by PG&E, the MHP Owner/Operator shall require Contractor to be available perform joint cutover with PG&E for the individual services within the MHP.

~~5.11.6.~~5.11.5. If requested by the Utility, the MHP Owner/Operator shall have their Contractor purge the gas legacy master-meter system of unpressurized gas to ensure safety of the disconnected gas system.

6. Utility's Responsibilities

6.1. Engineering and Planning

6.1.1. PG&E will design and install the new "To-the-Meter" electric and/or gas distribution and service system for the MHP to meet current Utility design standards and applicable codes, regulations and requirements based on the most economic, convenient and efficient service route.

To the extent possible, PG&E 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. For example, an existing 200 ampere overhead electric service will be replaced with a 200 ampere overhead electric service. If both electric and gas are requested to be replaced and electric service is provided overhead, PG&E will have the option to offer underground electric service if it is cost effective to do so. If gas service is located above ground, PG&E will underground the gas service as well as the electric service, if present.

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

6.1.3. PG&E will consult with the MHP Owner/Operator to identify the location of each electric/and/or gas meter and any protection required for the metering service equipment. PG&E will have the final approval of the location of the meter.

6.1.4. PG&E 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. PG&E 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 amperes, the utility will design and install "To-the-Meter" facilities to accommodate 100 ampere service as part of the MHP Program.

6.1.6. With the exception of 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 PG&E's current Rules and Tariffs.

6.1.7. If applicable, PG&E will design and install a natural gas service line at each individual MH-Space to deliver sufficient volume at PG&E's standard delivery.

6.1.8. Vacant MH-Spaces will receive a stub ~~but will not be connected~~ to ~~a~~the location of the future "Service Delivery Point" during the MHP ~~program~~Program. When a previously vacant space becomes occupied subsequent to cutover, a line extension contract will be required to extend service per normal line extension rules (Rule 16).

6.2. Permits

6.2.1. PG&E will acquire routine, ministerial construction permits, such as encroachment permits necessary for trenching within public rights-of-way.

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

6.3. Environmental and Cultural Resources Review

6.3.1. PG&E shall conduct a "desktop" environmental, endangered species and cultural resources review of the proposed work at the MHP. If such review indicates any environmental, endangered species and cultural resources issues, PG&E will immediately suspend of work at the MHP. PG&E will not resume work until it has received authorization from appropriate experts and/or agency with jurisdictional authority. Utility assumes no remediation responsibility or liability. Costs for remediation are not eligible for reimbursement from the MHP Program.

6.4. Outreach and Education

6.4.1. PG&E will work with the MHP Owner/Operator and/or the MHP Representative on outreach and education to MHP residents.

6.4.2. During the construction phase, PG&E 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 PG&E 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. PG&E will work with the MHP Representative to ensure all notices and project information is communicated and distributed in a timely manner.

6.4.3. PG&E will manage communications with the Commission, California Department of Housing and Community Development (HCD), other utilities, local government, local media, and other parties, as necessary, regarding the MHP Program activities.

6.5. Construction

6.5.1. PG&E will install, or select a qualified licensed contractor to install the new "To-the-Meter" electric and/or gas distribution systems that will meet all current electric and/or gas design standards, applicable codes, regulations and requirements. Facilities and services installed will be based on the agreed upon design.

6.5.2. PG&E 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. Utility may commence conversion after compliance with Section D.3.b of the MHP Rules. PG&E may elect to wait until the MHP Owner/Operator can demonstrate construction of the "Beyond-the-Meter" facilities have been

substantially completed, such facilities have been approved by the governing inspection authority and PG&E receives a copy of any inspection report or verification to begin construction. PG&E may also commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by PG&E and/or as scheduling and availability permits.

6.5.4. PG&E shall not remove the existing legacy system, unless necessary and the system shall be abandoned in place and PG&E shall isolate the new and existing legacy systems. PG&E shall not incur any expenses associated with the removal or retirement of the existing system under the conversion program. Should removal of the legacy distribution system be necessary to complete the conversion to direct utility service from PG&E, such costs may, at PG&E's discretion, be included in the MHP Program if it is necessary and can be done so efficiently.

6.6. Cutover / Completion of Project

6.6.1. PG&E will own, operate, and maintain all "To-the-Meter" electric and/or gas distribution and service systems within the MHP. Upon completion of the conversion, the facilities will be managed under and subject to Rule 15 and Rule 16 and other applicable tariffs.

6.6.2. If necessary, PG&E will coordinate with the Contractor to jointly meet to perform joint cutover with PG&E for the individual services within the MHP

6.6.3. If the cutover of all eligible MH-Spaces within an MHP is expected to take longer than 30 days, the utility may adjust the discount on a monthly basis, based upon the number of spaces that have been cutover to direct utility service. Upon conversion of all eligible MH-Spaces within the MHP, the utility will terminate the discount in its entirety.

~~6.6.3.~~6.6.4. PG&E will reimburse the MHP Owner/Operator for all qualifying "Beyond-the-Meter" work as summarized in Attachment C.

7. Safety

7.1. IMPORTANCE OF SAFETY: The Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Program and 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 abide by all safety requirements incorporated herein and to perform their portion of the work, in accordance with all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. The MHP Owner/Operator shall require its Contractor to provide necessary training to its employees and Subcontractors to inform them of the foregoing safety and health rules and standards. Should PG&E 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 PG&E 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 and/or operating natural gas facilities shall be performed in accordance with said practices, laws, rules, and regulations. PG&E may designate safety precautions in addition to those in use or proposed by contractor. PG&E reserves the right to inspect the work and to halt construction to ensure compliance with reasonable and safe work practices and with all applicable federal, state, and local laws, rules, and regulations. Neither the requirement that contractor working on behalf of the MHP Owner/Operator follow said practices and applicable laws, rules, and regulations, nor adherence thereto by contractor, shall relieve MHP Owner/Operator of the sole responsibility to maintain safe and efficient working conditions.

7.3. Additional Precautions: Upon PG&E'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, PG&E may provide the safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by PG&E 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 PG&E, 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 PG&E: PG&E reserves the right to suspend the work under the MHP ~~Conversion~~Utility Upgrade Program to serve the needs of the greater public.

8.2. Notification of Delays: MHP Owner/Operator shall cause contractor to promptly notify PG&E in writing of any impending cause for delay that may affect ~~[UTILITY's]~~PG&E's schedule. If possible, PG&E 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 PG&E'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. Termination

9.1. Either Party may, at its option, terminate upon 30 day written notice to the other Party.

9.1.1. PG&E 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 PG&E and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at PG&E'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 PG&E 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 PG&E'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. Reimburse PG&E for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual MH-Space or common area. PG&E's costs may include, but is not limited to, "To-the-Meter" labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work; and

9.1.2.2. Not be eligible for reimbursement for any "Beyond-the-Meter" work that did not result in a direct Utility service of an individual MH-Space; and

9.1.2.3. Repay in full to the Utility any reimbursements paid to the MHP Owner/Operator for partial work completed by its contractor.

9.1.3. In the event of termination, PG&E shall reimburse the MHP Owner/Operator for services satisfactorily completed prior to the date of cancellation that resulted in direct PG&E service which are of benefit to PG&E. In no event shall PG&E be liable for lost or anticipated profits or overhead on uncompleted portions of the work due to termination.

9.1.4. Cancelled MHP Agreement may, at the Utilities option, result in the removal the MHP from the MHP Program and the selection of the next MHP that is on the waiting list for the MHP Program.

9.1.5. MHP Owner/Operator shall be liable for additional costs to PG&E arising from termination. PG&E may terminate this Agreement, suspend work 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 PG&E to provide "To-the-Meter" facilities for a typical utility service for each qualifying MH-Space will be covered under the MHP Program.

10.2. Requests for service entrance relocations, rearrangements and upgrades are not covered under the MHP Program.

10.3. Additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules are eligible for inclusion in the MHP ~~Conversion program.~~Utility Upgrade Program. PG&E will not provide the service panel and "Beyond-the-Meter" reimbursements for these common area services. ~~5.5~~

10.4. PG&E will reimburse the MHP Owner/Operator based on the invoice for the "Beyond-the-Meter" to be performed by the contractor. The amount that is eligible for reimbursement for the "Beyond-the-Meter" work shall not exceed the "Cost Covered by the MHP Program" amount listed on Attachment C, without prior written approval from PG&E. PG&E will review all invoices received for the "Beyond-the-Meter" work by the contractor and will reimburse the MHP Owner/Operator for all prudently occurred and reasonable construction expenditures. The MHP Program will not cover or reimburse costs for any modification or retrofit of the mobilehome or manufactured home.

10.5. As soon as practicable and after any jurisdictional authorities have inspected and approved operation of the "Beyond-the-Meter" work, the MHP Owner/Operator may submit invoices to PG&E for "Beyond-the-Meter" work. Invoices submitted shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MH-Space compared to the total number of eligible MH-Spaces at the MHP. The final reimbursement for the "Beyond-the-Meter" work will be paid to the MHP Owner/Operator after the final cutover has been completed and the entire MHP has been converted to direct PG&E service.

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

11. Nondisclosure

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

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

12. Indemnification

12.1. MHP Owner/Operator shall indemnify, defend and hold harmless PG&E, 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 PG&E, MHP Owner/Operator, Contractor or Subcontractor; injury to property of PG&E, 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 PG&E, 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 PG&E, its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless PG&E from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which PG&E shall have no liability. A utility shall have no liability for the MHP submeter systems (referred to as legacy systems), or the “Beyond-the-Meter” infrastructure installed during conversion, and the MHP owner will hold harmless, defend and indemnify PG&E from all causes of action or claims arising from or related to these systems.

12.2. MHP Owner/Operator acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

12.3. MHP Owner/Operator shall, on PG&E'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 PG&E 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 PG&E 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 ~~Conversion~~Utility Upgrade Program Agreement and all attachments hereto, the MHP Application and PG&E's Electric and Gas Rule 28. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

16. Enforceability

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

17. Force Majeure

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

18. Not a Joint Venture

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

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

Name of Mobilehome Park	**PACIFIC GAS AND ELECTRIC COMPANY**
Company Name of Owner/Operator	
Signature	*Signature*
Print Name	*Type/Print Name*
Title	*Title*
Date	*Date*

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE PROGRAM AGREEMENT
Attachment A
Documents and Delaration

A. Additional Documentation

As described in the Applicability Section of Rule 28 (Section A.1) and Section 1.4 of the Agreement the MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Mobilehome Park ~~Conversion~~Utility Upgrade Program:

1. The MHP Owner/Operator must provide a copy of a valid operating license from the governmental entity with relevant authority; (Required)

2. If the MHP is operated on leased real property, a copy of the land lease agreement must be provided. The land lease agreement must supply proof that the lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utilities.

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

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

B. Declaration of Non-Condemnation

In accordance with CPUC Decision (D.) 14-03-021, and subject to the requirements of Gas and Electric Rule 28, all MHP participating in the MHP ~~Conversion~~Utility Upgrade Program must affirm that the Mobilehome Park is not subject to an enforceable condemnation order or to pending condemnation proceedings.

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

_____	_____
Name of Mobilehome Park	Authorized Signature
_____	_____
Company Name of Owner/Operator	Print Name
_____	_____
Date	Title

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE PROGRAM
AGREEMENT
Attachment B
Contractor Selection

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

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

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

In all instances, the work performed by the contractor must meet PG&E's current standards as specified in the Utility's Electric and/or Gas Service Requirement manual and have approval from applicable governing inspection authority(ies).

- ~~Contractors~~Contractor Name: _____

  State Contractor License #: _____

  ~~Contract~~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
~~CONVERSION~~UTILITY UPGRADE PROGRAM
AGREEMENT
Attachment B
Contractor Selection

Secondary Contractor (if required)

- ~~Contractors~~Contractor Name: _____

State Contractor License #: _____

~~Contract~~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
~~CONVERSION~~UTILITY UPGRADE PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Project

MHP Owner/Operator: _____

Project Name: _____

Address: _____

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 14-03-021, and subject to the requirements of Gas and Electric Rule 28, PG&E is offering the Mobilehome Park ~~Conversion~~Utility Upgrade Program to convert existing privately owned master-meter/sub-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities ("MHP"), to direct PG&E service for each individual space within MHP.

Utility service to be converted to direct PG&E service (check one)

☐ Electric Only ☐ Gas Only ☐ Electric & Gas

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

Any service modifications and associated costs beyond what is being provided by the MHP Program will be the responsibility of the requesting party. These modifications will be handled under PG&E's current applicable Tariffs. In addition, "Beyond-the-Meter" costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the MHP Program. Any additional common use area meters and services that are not provided by the program will be designed and installed under the guidance of the Service Relocation and Rearrangement section of Gas and Electric Rule 16.

Table ~~2~~C.-1 Illustrate the financially responsible party for the "To-the-Meter" and "Beyond-the-Meter" services under the MHP Program

Table ~~2~~C-1	**"To-the-Meter"** Facilities and Equipment installed by PG&E Financially Responsible Party			**"Beyond-the-Meter"** Facilities and Equipment installed by Contractor Financially Responsible Party		
	Covered by MHP Program	MHP Owner/ Operator	Requesting MH~~P Resident~~ Owner	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting MH~~P Resident~~ 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		**X**			**X**	

residing on the lot (leased or rented spaces)						

A. PG&E's Estimated "To-the-Meter" Project Costs Not Covered by the Program
(To be completed by PG&E[1]

	Costs Not Covered by the MHP Program
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]	$ _____
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]	$ _____
Gas System – Includes, but is not limited to, installation of gas piping, connectors, meters, and other facilities required to complete the distribution and service line extensions. [Service upgrades or rearrangements requested on behalf of the individual MHP Residents not covered by the MHP Program]	$ _____
Other – Includes, but is not limited to, easement estimate, SmartMeter™ network upgrade, and other cost associated with the project.	$ _____
PG&E's Total Estimated "To-the-Meter"	$ $ _____

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

Project Costs Not Covered by the Program	

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[2]
Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.		$	$
Electric System – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.	Materials: $		$
	Labor: $		$
Gas System – Includes, but is not limited to, houseline plumbing from the PG&E riser to the customer connection including labor and materials.	Materials: $		$
	Labor: $		$
Other – Includes, but is not limited to, permits as provided by contractor.		$	$
MHP Owner/Operator's Total Estimated "Beyond-the-Meter" Project Costs		$	$

C. Estimated Cost for MHP Service Conversion Project (A + B) $ _____ $ _____

[2] Provided breakdown of charges not covered by the program on Attachment C.

D. Number of MH-Spaces		
E. Average Cost per MH-Space	$	$

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE PROGRAM AGREEMENT
Attachment D –
Costs That The MHP Owner/Operator is Responsible for that is Not Covered Under The MHP Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

Any service modifications and associated costs beyond what is being provided by the MHP Program will be the responsibility of the requesting party. These modifications will be handled under PG&E's current applicable Tariffs. In addition, "Beyond-the-Meter" costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the MHP Program. Request for additional common use area meters and services that are not provided by the MHP Program, but approved by PG&E, will be designed under the guidance of the Utilities' Rules for Service Relocation and Rearrangement. Service modifications and relocations for MH-Spaces in a MHP where the lots are not owned by the resident residing on the lot (leased or rented spaces), must be requested by and is the responsibility of the MHP Owner/Operator.

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

_____

_____

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

1. Amount Due from MHP Owner/Operator to PG&E

- Amount due to PG&E for "To-the-Meter" work not covered by the MHP Program. $ _____
- Amount due to PG&E for "To-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas $ _____

Total $ _____

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

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

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

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE
PROGRAM AGREEMENT
Attachment D –
Costs That The MHP Owner/Operator is Responsible for that is Not Covered Under The MHP Program

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

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

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

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE PROGRAM
AGREEMENT
Attachment E –
Costs That The ~~MHP Resident~~MH-Owner is Responsible for that is Not Covered Under The MHP Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

~~The MHP residents may request or require a~~Request for service modification ~~beyond what is being provided by the MHP Program.~~may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities, where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rules and Regulations. These modifications, and associated costs, would be the responsibility of the requesting ~~MHP~~MH resident and will be handled under PG&E's current applicable Tariffs. All other requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program must be made by the MHP Owner/Operator and documented in Attachment D.

The MHP Owner/Operator is responsible to collect any and all fees associated with service modifications that were requested on behalf of the ~~MHP~~MH residents where the MHP lots are owned by the resident and forward those payments to PG&E with this Agreement.

A. Total Amount Due By ~~MHP~~MH Residents where the MHP lots are owned by the resident for Service Modification and/or services not covered by the Program

1. Amount Due from ~~MHP~~MH Residents to PG&E

   - Amount due to PG&E for "To-the-Meter" work not covered by the MHP Program. $ _____

2. Amount Due from ~~MHP~~MH Residents to the Contractor

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

3. Total Owned by ~~MHP~~MH Residents for the MHP Program $ _____

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE PROGRAM AGREEMENT
Attachment E –
Costs That The ~~MHP Resident~~MH-Owner is Responsible for that is Not Covered Under The MHP Program

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

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

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

MOBILEHOME PARK
~~CONVERSION~~UTILITY UPGRADE PROGRAM AGREEMENT
Attachment E –
Costs That The ~~MHP Resident~~MH-Owner is Responsible for that is Not Covered Under The MHP Program

PG&E Gas and Electric
Advice Filing List
General Order 96-B, Section IV

AT&T
Alcantar & Kahl LLP
Anderson & Poole
BART
Barkovich & Yap, Inc.
Bartle Wells Associates
Braun Blaising McLaughlin, P.C.
California Cotton Ginners & Growers Assn
California Energy Commission
California Public Utilities Commission
California State Association of Counties
Calpine
Casner, Steve
Cenergy Power
Center for Biological Diversity
City of Palo Alto
City of San Jose
Clean Power
Coast Economic Consulting
Commercial Energy
Cool Earth Solar, Inc.
County of Tehama - Department of Public Works
Crossborder Energy
Davis Wright Tremaine LLP
Day Carter Murphy
Defense Energy Support Center
Dept of General Services
Division of Ratepayer Advocates
Douglass & Liddell
Downey & Brand
Ellison Schneider & Harris LLP
G. A. Krause & Assoc.
GenOn Energy Inc.
GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlotz & Ritchie
Green Power Institute
Hanna & Morton
In House Energy
International Power Technology
Intestate Gas Services, Inc.
K&L Gates LLP
Kelly Group
Linde
Los Angeles County Integrated Waste Management Task Force
Los Angeles Dept of Water & Power
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McKenna Long & Aldridge LLP
McKenzie & Associates
Modesto Irrigation District
Morgan Stanley
NLine Energy, Inc.
NRG Solar
Nexant, Inc.
North America Power Partners
Occidental Energy Marketing, Inc.
OnGrid Solar
Pacific Gas and Electric Company
Praxair
Regulatory & Cogeneration Service, Inc.
SCD Energy Solutions
SCE
SDG&E and SoCalGas
SPURR
San Francisco Public Utilities Commission
Seattle City Light
Sempra Utilities
SoCalGas
Southern California Edison Company
Spark Energy
Sun Light & Power
Sunshine Design
Tecogen, Inc.
Tiger Natural Gas, Inc.
TransCanada
Utility Cost Management
Utility Power Solutions
Utility Specialists
Verizon
Water and Energy Consulting
Wellhead Electric Company
Western Manufactured Housing Communities Association (WMA)