

## 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  
Director, Energy Division  
California Public Utilities Commission

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



**Brian K. Cherry**  
Vice President  
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

July 30, 2014

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

Public Utilities Commission of the State of California

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

**Purpose**

Pursuant to Decision (D.) 14-03-021, Ordering Paragraph (OP) 9, Pacific Gas and Electric Company (PG&E) hereby submits for filing its new Electric and Gas Rule 28 and associated documents, to establish a voluntary mobilehome park conversion program. The tariff sheets are listed on Attachment 1 and are attached hereto.

**Background**

On February 24, 2011, the 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.

The Decision directed that each Utility submit an advice letter on or before July 30, 2014, for approval of new tariffs to establish the voluntary, mobilehome park/manufactured housing community conversion program that contains all of the program components referenced and described in the Decision. In this advice letter, PG&E submits for approval the tariffs and associated sample forms that will provide the terms and conditions of the MHP Conversion Program.

## **Tariff Additions**

### **Mobilehome Park Conversion Program (Electric and Gas Rule 28)**

Electric and Gas Rule 28 (MHP Rules) is a consensus document that was developed by all the Utilities participating in the Rulemaking and outlines the general provisions of the MHP Program. The MHP Rule describes the applicability and eligibility requirements of the MHP Program, the program components that are referenced and described in the Decision, and the interactions with other current tariffs.

In transitioning MHP residents to direct utility service, certain standard provisions will be waived. For example, as ordered in the D.14-03-021, new customer's credit checks and service deposits will be waived during the initial set-up process for the mobilehome residents. Similarly, 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 (although they would remain subject to the periodic recertification and/or post-enrollment verification requirements of the CARE/FERA program). In addition, 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 (although they would remain subject to the periodic recertification requirements of the medical baseline allowance program).

### **MHP Conversion Program Application (MHP Application) (Form 79-1164)**

The eight participating Utilities worked diligently to develop the MHP Application. The MHP Application is the means by which the MHP Owner/Operator provides the Utility pertinent detail information about the MHP that is necessary to initiate the engineering phase of the conversion project. The MHP Owner/Operator will only need to complete the Application once.

The MHP Application asks the MHP Owner general information about the park, the ownership arrangements, current utility services being provided to the park (including telecom), current metering arrangements, and current loads for common areas as well as average loads for individual mobilehomes.

In addition, the MHP Application asks for additional documents relevant to the MHP, such as: "as-built" drawing and maps of existing utility services, site plan of the common facilities in the MHP, existing easements and right-of-ways, and a

list of MHP residents. The Application also explains the next steps of the MHP Program and the deadlines for submitting the Application.

### **Mobilehome Park Conversion Program Agreement (MHP Agreement) (Form 79-1165)**

The MHP Agreement is another consensus document developed by all the participating Utilities and provides the detailed terms and conditions of the MHP Conversion Program. The MHP Agreement provides a total cost estimate for the Program that includes both "To-the-Meter" and "Beyond-the-Meter" expenditures. The roles and responsibilities for both the MHP Owner/Operator and the Utility are also described in the MHP Agreement. Construction of the MHP conversion project may commence upon 1) the satisfactory resolution of any environmental, endangered species and/or cultural issues, 2) procurement of all required permits, 3) payment for any applicable rearrangements or relocation of facilities or addition of new electric facilities, and 4) the execution of the MHP Agreement.

### **Additional MHP Program Components**

As directed by D.14-03-021, PG&E and the participating Utilities have been working with the CPUC's Safety and Enforcement Division (SED), as well as California's Department of Housing Community Development (HCD) to develop the MHP Program. A conference call was held on June 12, 2014, and an all-day in-person meeting was convened on July 11, 2014, to discuss the development of the MHP Program and associated tariffs. In addition to the components of the pilot program that were described in the Decision, PG&E proposes to implement the following recommendations that were made by SED and HCD during the July 11<sup>th</sup> meeting:

- Ordering Paragraph 6 of D.14-03-021 states that the MHP must provide, if operating on leased real property, proof that the land lease will continue until full depreciation of the converted utility infrastructure. PG&E has learned from the Western Manufactured Housing Community Association (WMA) that most leases for MHPs are for 50 years in duration and that most of these are in the later stages of their lease. During our discussion in the July 11, 2014 meeting with SED, HCD and the participating Utilities, it was apparent that the lease of depreciation requirement that utilities would apply varied from 20 to 60 plus years among Utilities. Such varied values have the potential to diminish the overall uniformity of the Pilot Program and introduce inequalities between Utilities. Therefore in consultation with SED, PG&E proposes to utilize a standardized minimum of 20 years as good faith proof of the land lease, per the requirements contained in the Ordering Paragraph and as recommended by SED. A minimum 20-year lease requirement will allow for a larger number of MHPs on leased property to be eligible for the MHP Conversion Program, and may potentially include those in most need of the

conversion, while providing reasonable protection for ratepayer assets. This requirement is included in Attachment A of the MHP Agreement.

- While Decision 14-03-021 does not specifically address this question, it clearly calls for flexibility and best efforts to meet specific goals and target dates and refers to the concept of a “living pilot” program. As a “living pilot”, the Decision establishes targets, but also seeks to better understand the realities and complexities related to system conversions; SED and the Utilities agreed that any project that starts construction in 2017 would be allowed to finish and PG&E will be able to seek recovery, even for projects completed in 2018.
- PG&E will coordinate our efforts with the other participating Utilities on projects that are served by dual Utilities. As discussed with SED, the Utilities will have flexibility to exceed the 10% conversion goal if the particular MHP conversion project enables another Utility to meet their 10% goal. Prioritization of the projects will be gas-driven, with the Utility that provides gas service taking the lead for the project.
- As stated in Section 6.5.2 of PG&E’s MHP Agreement, 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 promote efficiency and avoid unnecessary disruption and/or costs. As requested by SED, PG&E’s communication plans with telecommunications and/or municipal utility providers in our territory will include at a minimum the following activities:
  - PG&E will initiate a series of meetings with the municipal utilities, cable and telecom companies to introduce the MHP Program and to answer any related questions. PG&E will then request “Notices of Interest in the MHP Program” from the various parties wishing to participate in the undergrounding of their facilities through common trenching arrangements with PG&E while the MHP is being converted.
  - Utility companies that have signed a “Notice of Interest in the MHP Program” will be notified of the MHP(s) in their territory that have submitted the MHP Application and will be asked to commit to the joint trenching within the MHP.
  - During the Engineering, Planning and Construction phases of the MHP project, PG&E will work with the other utilities to arrange and coordinate the construction activities as much as possible without jeopardizing our ability to meet MHP Program timelines. PG&E will follow our current joint trench construction procedures and practices as we work with the other utilities to convert the MHP.

**Protests**

Anyone wishing to protest this advice letter may do so by letter sent via U.S. mail, facsimile or E-mail, no later than **August 19, 2014**, which is 20 days after the date of this submission. Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
505 Van Ness Avenue, 4<sup>th</sup> 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:

Brian K. Cherry  
Vice President, Regulatory Relations  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, California 94177

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 advice letter become effective on regular notice, August 29, 2014, which is 30 calendar days after the date of submission.

**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](mailto: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](mailto:Process_Office@cpuc.ca.gov). Send all electronic approvals to [PGETariffs@pge.com](mailto:PGETariffs@pge.com). Advice letter submissions can also be accessed electronically at: <http://www.pge.com/tariffs>



Vice President, 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:

ELC       GAS  
 PLC       HEAT       WATER

Contact Person: Jennifer Wirowek

Phone #: (415) 973-1419

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/4466-E**

**Tier: 2**

Subject of AL: **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: **August 29, 2014**

No. of tariff sheets: **25**

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 Conversion Program), New Electric Rule 28 (Mobilehome Park Conversion 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 Conversion Program), New Electric Rule 28 (Mobilehome Park Conversion 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 20 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., 4<sup>th</sup> Flr.  
San Francisco, CA 94102  
E-mail: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)**

**Pacific Gas and Electric Company  
Attn: Brian K. Cherry  
Vice President, Regulatory Relations  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, CA 94177  
E-mail: [PGETariffs@pge.com](mailto:PGETariffs@pge.com)**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
31398-G	GAS RULE NO. 28 MOBILEHOME PARK CONVERSION PROGRAM Sheet 1	
31399-G	GAS RULE NO. 28 MOBILEHOME PARK CONVERSION PROGRAM Sheet 2	
31400-G	GAS RULE NO. 28 MOBILEHOME PARK CONVERSION PROGRAM Sheet 3	
31401-G	GAS RULE NO. 28 MOBILEHOME PARK CONVERSION PROGRAM Sheet 4	
31402-G	GAS RULE NO. 28 MOBILEHOME PARK CONVERSION PROGRAM Sheet 5	
31403-G	GAS RULE NO. 28 MOBILEHOME PARK CONVERSION PROGRAM Sheet 6	
31404-G	GAS RULE NO. 28 MOBILEHOME PARK CONVERSION PROGRAM Sheet 7	
31405-G	GAS SAMPLE FORM 79-1164 MOBILEHOME PARK CONVERSION PROGRAM APPLICATION Sheet 1	
31406-G	GAS SAMPLE FORM 79-1165 MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT Sheet 1	
31407-G	GAS TABLE OF CONTENTS Sheet 1	31338-G
31408-G	GAS TABLE OF CONTENTS Sheet 6	31336-G*
31409-G	GAS TABLE OF CONTENTS Sheet 9	31176-G

**ATTACHMENT 1  
Advice 3500-G**

**Cal P.U.C.  
Sheet No.**

**Title of Sheet**

**Cancelling Cal  
P.U.C. Sheet No.**

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31410-G

GAS TABLE OF CONTENTS  
Sheet 10

31299-G



**GAS RULE NO. 28**  
**MOBILEHOME PARK CONVERSION PROGRAM**

Sheet 1 (N)  
 (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 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.
    - 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 Program Application" ["MHP Application"] (Form 79-1164); and
    - The "Mobilehome Park Conversion Program Agreement" ["MHP Agreement"] (Form 79-1165). (N)

(Continued)



**GAS RULE NO. 28**  
**MOBILEHOME PARK CONVERSION PROGRAM**

Sheet 2 (N)  
 (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 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 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**  
**MOBILEHOME PARK CONVERSION PROGRAM**

Sheet 3 (N)  
 (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 Responsibilities section 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 CONVERSION PROGRAM**

Sheet 4 (N)  
 (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](http://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**  
**MOBILEHOME PARK CONVERSION PROGRAM**

Sheet 6 (N)  
 (N)

F. DEFINITIONS and ACRONYMS:

(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 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 Decision 14-03-021).
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**  
**MOBILEHOME PARK CONVERSION PROGRAM**

Sheet 7 (N)  
 (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 Application (Form 79-1164). (N)



**GAS SAMPLE FORM 79-1164**  
MOBILEHOME PARK  
CONVERSION PROGRAM APPLICATION

Sheet 1 (N)  
(N)  
(N)

Please Refer to Attached  
Sample Form

# MOBILEHOME PARK CONVERSION 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 Program Rule (MHP Rule<sup>1</sup>), the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Conversion Program (MHP Program) to replace existing privately owned master-meter/sub-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service to each individual MHP space within the MHP. This includes all common use area services and meters.

The MHP Owner/Operator must designate below each Utility<sup>2</sup> that currently provides electric and/or natural gas service to the master-meter of the MHP. The designated Utilities will be responsible for the conversion of the existing privately owned master-meter/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 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.

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

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.

<sup>1</sup> MHP Rule by Utility

Bear Valley Electric Service – Rule 23

Liberty Utilities – Rule 23

Pacific Gas and Electric – Rule 28

Pacific Power – Rule 26

San Diego Gas and Electric – Rule 44

Southern California Edison – Rule 27

Southern California Gas – Rule 44

Southwest Gas – Rule 23

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

# **MOBILEHOME PARK CONVERSION PROGRAM APPLICATION**

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

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

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*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 Program  
3 Innovation Way, 3rd Flr - 365 J  
Pomona, Ca 91768



Mobilehome Park Conversion 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  
CONVERSION PROGRAM APPLICATION**

Mobilehome Park Name: \_\_\_\_\_

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

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

County: \_\_\_\_\_ ZIP: \_\_\_\_\_

Nearest Cross Street: \_\_\_\_\_

HCD Mobilehome Park Identification Number: \_\_\_\_\_

Number of Spaces for Mobilehome Dwelling Units: \_\_\_\_\_

Number of Spaces for Recreational Vehicles (RVs)<sup>3</sup>: \_\_\_\_\_

Number of Vacant Spaces: \_\_\_\_\_

Year MHP was established: \_\_\_\_\_

Applicant / Owner/ Operators Name: \_\_\_\_\_

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

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

Fax: (\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

Mobilehome Unit Ownership Type

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

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

- No             Yes            License Number: \_\_\_\_\_

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

- No             Yes

Is the MHP operated on leased real property?

- No             Yes            Number of years remaining on land lease: \_\_\_\_\_

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

**MOBILEHOME PARK  
CONVERSION PROGRAM APPLICATION**

**2. Business Information**

Legal Name to appear on contract: \_\_\_\_\_

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

State of Incorporation or LLC: \_\_\_\_\_

Name of person authorized to sign contracts: \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address for contracts: \_\_\_\_\_

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

County \_\_\_\_\_ ZIP \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**3. MHP Representative/Primary Contact (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 PROGRAM APPLICATION**

**4. Current Utility Services for the MHP**

**a. Electric Service:**

Electric Service Provider: \_\_\_\_\_

Name as it appears on bill: \_\_\_\_\_

Type of Service:      Electric Overhead Service      Electric Underground Service  
                           Other: \_\_\_\_\_

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

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

*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: \_\_\_\_\_

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

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

*To list additional accounts use Attachment "B"*

**MOBILEHOME PARK  
CONVERSION PROGRAM APPLICATION**

**c. Telephone Service (if applicable):**

Name of Telephone Service Provider: \_\_\_\_\_

Name as it appears on bill: \_\_\_\_\_

Type of Service:       Overhead Phone Service       Underground Phone Service  
                                  Other: \_\_\_\_\_

**d. Cable/Satellite Service (if applicable):**

Name of Cable/ Satellite Service Provider: \_\_\_\_\_

Name as it appears on bill: \_\_\_\_\_

Type of Service:       Overhead Cable Service       Underground Cable Service  
                                  MHP Owned Cable/Satellite/Phone Service  
                                  Other: \_\_\_\_\_

**5. Current Energy Metering Arrangement**

**Electric**

Master-Meter/Sub-Meter Electric  
 Master Electric Meter, no Sub-Meter  
 Other: \_\_\_\_\_

**Gas**

Master Meter/Sub-Meter Gas  
 Master Gas Meter, no Sub-Meter  
 Other: \_\_\_\_\_

**6. Energy Usage/Load Information**

**a. Electric Load Information**

**1) Typical MHP Space**

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

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)

<input type="checkbox"/> Electric Range	<input type="checkbox"/> Electric Laundry Dryer
<input type="checkbox"/> Electric Water Heater	<input type="checkbox"/> Electric On-Demand Water Heater
<input type="checkbox"/> Electric Oven	<input type="checkbox"/> Electric Furnace
<input type="checkbox"/> Electric Air Conditioning	<input type="checkbox"/> Electric Heat Pump
<input type="checkbox"/> Spa	
<input type="checkbox"/> Other Electric loads _____	

# **MOBILEHOME PARK CONVERSION PROGRAM APPLICATION**

## **2) Common Use Area**

Common Use Area Electric Service: #   1   Description: \_\_\_\_\_

Voltage: \_\_\_\_\_ Phase: \_\_\_\_\_ Main Size: \_\_\_\_\_

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

Common Use Area Electric Service: #   2   Description: \_\_\_\_\_

Voltage: \_\_\_\_\_ Phase: \_\_\_\_\_ Main Size: \_\_\_\_\_

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

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

## **3) Streetlighting**

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

Lamp Type: #   1  

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

Watts per lamp: \_\_\_\_\_ Number of lamps/fixtures: \_\_\_\_\_

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

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

Location, lamp type and wattage of each streetlight fixture must 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? \_\_\_\_\_





# **MOBILEHOME PARK CONVERSION PROGRAM APPLICATION**

## **8. Planning, Engineering and Construction**

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

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

The information provided in the Planning, Engineering, and Construction terms and conditions will enable the MHP Owner/Operator, and their 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 determine the location of the metering points for the MHP 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

# **MOBILEHOME PARK CONVERSION PROGRAM APPLICATION**

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 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 PROGRAM APPLICATION**

**12. MHP Owner/Operator Certification**

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

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

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

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

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

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

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

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

# MOBILEHOME PARK

## CONVERSION PROGRAM APPLICATION

### Attachment A - Additional Documentations

As described in Section 7 of this Application the MHP Owner/Operator must provide copies of the following documents along with their 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.

<u>Not Available</u>	<u>Being Provided</u>	<u>Documents</u>
<input type="checkbox"/>	<input type="checkbox"/>	<u>List of Residents:</u> 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. This information will be used for outreach and notification efforts during the project. (Required)
<input type="checkbox"/>	<input type="checkbox"/>	<u>Service Documents:</u> Detailed engineering drawings, as-built drawings, maps, and any other such records as may be necessary to ensure a complete record of the installation and location of the MHP's existing distribution system.
<input type="checkbox"/>	<input type="checkbox"/>	<u>Single Line Diagram:</u> For facilities with Self-Generation provide a single line diagram(s) showing the location of the generation and how it is currently connected to the MHP electrical system.
<input type="checkbox"/>	<input type="checkbox"/>	<u>Additional Infrastructure:</u> Detailed substructure engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the park, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.
<input type="checkbox"/>	<input type="checkbox"/>	<u>Site Plan:</u> Detail scaled drawing of MHP showing roads, sidewalks, driveways, MH-Space locations, streetlights, sprinkler controls, location of fire hydrants, common area facilities, electric vehicle charging stations, self-generation systems, other structures, and proposed future improvements. For electrical equipment, please provide load information on site plan or reference Common Use Area Service Number(s) found on Section 6 and Attachment B..
<input type="checkbox"/>	<input type="checkbox"/>	<u>Tract Map:</u> Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.

Attach appropriate documents to Attachment A

MHP Owner/Operator Initials \_\_\_\_\_





# MOBILEHOME PARK CONVERSION PROGRAM APPLICATION

## Attachment B – Additional Information

### 3. Electric Common Use Area Services:

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

Additional Common Use Area Service – Provide additional sheet as necessary

Common Use Area Electric Service: # \_\_\_\_\_ Description: \_\_\_\_\_

Voltage: \_\_\_\_\_ Phase: \_\_\_\_\_ Main Size: \_\_\_\_\_

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

Common Use Area Electric Service: # \_\_\_\_\_ Description: \_\_\_\_\_

Voltage: \_\_\_\_\_ Phase: \_\_\_\_\_ Main Size: \_\_\_\_\_

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

Common Use Area Electric Service: # \_\_\_\_\_ Description: \_\_\_\_\_

Voltage: \_\_\_\_\_ Phase: \_\_\_\_\_ Main Size: \_\_\_\_\_

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

Common Use Area Electric Service: # \_\_\_\_\_ Description: \_\_\_\_\_

Voltage: \_\_\_\_\_ Phase: \_\_\_\_\_ Main Size: \_\_\_\_\_

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

**MOBILEHOME PARK**  
**CONVERSION PROGRAM APPLICATION**

Attachment B – Additional Information

**4. Streetlight Lamp Type**

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

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 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)
- |  |   |
|--|---|
| <input type="checkbox"/> Gas Range - Btu rating: _____               | <input type="checkbox"/> Laundry Dryer- Btu rating: _____         |
| <input type="checkbox"/> Water Heater- Btu rating: _____             | <input type="checkbox"/> Pool/Spa Heater- Btu rating: _____       |
| <input type="checkbox"/> Gas Oven- Btu rating: _____                 | <input type="checkbox"/> Furnace- Btu rating: _____               |
| <input type="checkbox"/> On-Demand Water Heater<br>Btu rating: _____ | <input type="checkbox"/> Outdoor Gas Heaters<br>Btu rating: _____ |
| <input type="checkbox"/> Other gas loads _____<br>Btu rating: _____  |   |

Common Use Area Gas Service: # \_\_\_\_\_ Description: \_\_\_\_\_

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

Common Use Area Gas Service: # \_\_\_\_\_ Description: \_\_\_\_\_

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

Common Use Area Gas Service: # \_\_\_\_\_ Description: \_\_\_\_\_

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



**GAS SAMPLE FORM 79-1165**  
**MOBILEHOME PARK**  
**CONVERSION PROGRAM AGREEMENT**

Sheet 1 (N)  
(N)  
(N)

Please Refer to Attached  
Sample Form

# MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

This Mobilehome Park Conversion Program Agreement (“Agreement”) is made and entered into by and between \_\_\_\_\_ ( “MHP Owner/Operator”), a \_\_\_\_\_ organized and existing under the laws of the state of \_\_\_\_\_, and the Utility, “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 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 number of residential MH-Spaces within the MHP that currently receives a discount under the current qualifying Mobilehome rate schedule or as approved by PG&E and the number of residential MH-Space that are designated on the MHP Application and are summarized in Attachment C of this Agreement.

## **MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT**

- 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; 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.



## **MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT**

- 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 encourages 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 Conversion 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 "Beyond-the-Meter" work to MH-Spaces 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 & 17) 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.



## MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

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. 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.

## **MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT**

- 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.



## **MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT**

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 permits necessary for trenching within public rights-of-way, all permits will be the responsibility of the MHP Owner/Operator. This includes, but not limited to,

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

### 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.

## **MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT**

- 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.
- 5.9.5. The MHP Representative shall ensure that the 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.
- 5.11. 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. 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. 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 identify the location of each electric/and/or gas meter and any protection required for the metering service equipment.
- 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 "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



## **MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT**

- 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. 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

## MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

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 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] 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. 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

## **MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT**

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 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.

# MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

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

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

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

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

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

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

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

**PACIFIC GAS AND ELECTRIC  
COMPANY**

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

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

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

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



# MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

## Attachment A Documents and Declaration

### 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 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.

Please attach copies of the above required documents to this page (Attachment A – Required Documents) of the Mobilehome Park Conversion 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 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 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 contractor 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 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 Name: \_\_\_\_\_  
State Contractor License #: \_\_\_\_\_  
Contract Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ ZIP: \_\_\_\_\_  
Day Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email Address \_\_\_\_\_  
Total Estimated Cost to Perform all “Beyond-the-Meter”  
work for the MHP (See Attachments C) \$ \_\_\_\_\_



**MOBILEHOME PARK  
CONVERSION PROGRAM AGREEMENT**  
**Attachment B**  
**Contractor Selection**

Secondary Contractor (if required)

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



# MOBILEHOME PARK CONVERSION 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 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.-1 Illustrate the financially responsible party for the “To-the-Meter” and “Beyond-the-Meter” services under the MHP Program

Table 2-1	“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 MHP Resident	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting MHP Resident
	Service to Individual MH-Spaces	X			X	
Service to Common Use Areas	X				X	
Incremental Service Modifications to the Individual MH-Spaces > 100 amperes			X			X
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas		X			X	



**MOBILEHOME PARK  
CONVERSION 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<sup>1</sup>)

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**

\$

\$ \_\_\_\_\_

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



**MOBILEHOME PARK  
CONVERSION PROGRAM AGREEMENT**

**Attachment C  
Estimated Costs for MHP Project**

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

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

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

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



# MOBILEHOME PARK CONVERSION 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.

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 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 PROGRAM AGREEMENT

## Attachment E –

### Costs That The MHP Resident is Responsible for that is Not Covered Under The MHP Program

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

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

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

The MHP residents may request or require a service modification beyond what is being provided by the MHP Program. These modifications, and associated costs, would be the responsibility of the requesting MHP resident and will be handled under PG&E's current applicable Tariffs.

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

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

1. Amount Due from MHP 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 Residents to the Contractor

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

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





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(Continued)

Advice Letter No: 3500-G  
 Decision No. 14-03-021

Issued by  
**Brian K. Cherry**  
 Vice President  
 Regulatory Relations

Date Filed July 30, 2014  
 Effective \_\_\_\_\_  
 Resolution No. \_\_\_\_\_



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Advice Letter No: 3500-G  
 Decision No. 14-03-021

Issued by  
**Brian K. Cherry**  
 Vice President  
 Regulatory Relations

Date Filed July 30, 2014  
 Effective \_\_\_\_\_  
 Resolution No. \_\_\_\_\_





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**ELECTRIC RULE NO. 28**  
**MOBILEHOME PARK CONVERSION PROGRAM**

Sheet 1 (N)  
 (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 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.
    - 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 Program Application" ["MHP Application"] (Form 79-1164); and
    - The "Mobilehome Park Conversion Program Agreement" ["MHP Agreement"] (Form 79-1165). (N)

(Continued)



**ELECTRIC RULE NO. 28**  
**MOBILEHOME PARK CONVERSION PROGRAM**

Sheet 2 (N)  
 (N)

D. MHP PROGRAM COMPONENTS:

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 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 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.

(Continued)



**ELECTRIC RULE NO. 28**  
**MOBILEHOME PARK CONVERSION PROGRAM**

Sheet 3 (N)  
 (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 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**  
**MOBILEHOME PARK CONVERSION PROGRAM**

Sheet 4 (N)  
 (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](http://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**  
**MOBILEHOME PARK CONVERSION PROGRAM**

Sheet 5 (N)  
 (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](http://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 the MHP Program, all meters and associated metering equipment shall be located at a protected location on Applicant’s Premises as designated and approved by PG&E.

(N)

(Continued)



**ELECTRIC RULE NO. 28**  
**MOBILEHOME PARK CONVERSION PROGRAM**

Sheet 6 (N)  
 (N)

F. DEFINITIONS and ACRONYMS:

(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 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 Decision 14-03-021).
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**  
**MOBILEHOME PARK CONVERSION PROGRAM**

Sheet 7 (N)  
 (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 Application (Form 79-1164). (N)



**ELECTRIC SAMPLE FORM 79-1164**  
MOBILEHOME PARK  
CONVERSION PROGRAM APPLICATION

Sheet 1 (N)  
(N)  
(N)

Please Refer to Attached  
Sample Form

Advice Letter No: 4466-E  
Decision No. 14-03-021

Issued by  
**Brian K. Cherry**  
Vice President  
Regulatory Relations

Date Filed July 30, 2014  
Effective August 29, 2014  
Resolution No. \_\_\_\_\_

# MOBILEHOME PARK CONVERSION 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 Program Rule (MHP Rule<sup>1</sup>), the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Conversion Program (MHP Program) to replace existing privately owned master-meter/sub-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service to each individual MHP space within the MHP. This includes all common use area services and meters.

The MHP Owner/Operator must designate below each Utility<sup>2</sup> that currently provides electric and/or natural gas service to the master-meter of the MHP. The designated Utilities will be responsible for the conversion of the existing privately owned master-meter/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 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.

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

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.

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<sup>1</sup> MHP Rule by Utility

Bear Valley Electric Service – Rule 23

Liberty Utilities – Rule 23

Pacific Gas and Electric – Rule 28

Pacific Power – Rule 26

San Diego Gas and Electric – Rule 44

Southern California Edison – Rule 27

Southern California Gas – Rule 44

Southwest Gas – Rule 23

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

# **MOBILEHOME PARK CONVERSION PROGRAM APPLICATION**

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

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

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*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 Program  
3 Innovation Way, 3rd Flr - 365 J  
Pomona, Ca 91768



Mobilehome Park Conversion 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  
CONVERSION PROGRAM APPLICATION**

Mobilehome Park Name: \_\_\_\_\_

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

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

County: \_\_\_\_\_ ZIP: \_\_\_\_\_

Nearest Cross Street: \_\_\_\_\_

HCD Mobilehome Park Identification Number: \_\_\_\_\_

Number of Spaces for Mobilehome Dwelling Units: \_\_\_\_\_

Number of Spaces for Recreational Vehicles (RVs)<sup>3</sup>: \_\_\_\_\_

Number of Vacant Spaces: \_\_\_\_\_

Year MHP was established: \_\_\_\_\_

Applicant / Owner/ Operators Name: \_\_\_\_\_

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

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

Fax: (\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

Mobilehome Unit Ownership Type

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

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

- No                       Yes                      License Number: \_\_\_\_\_

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

- No                       Yes

Is the MHP operated on leased real property?

- No                       Yes                      Number of years remaining on land lease: \_\_\_\_\_

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

**MOBILEHOME PARK  
CONVERSION PROGRAM APPLICATION**

**2. Business Information**

Legal Name to appear on contract: \_\_\_\_\_

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Individual                    | <input type="checkbox"/> Partnership         | <input type="checkbox"/> Corporation     |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Governmental Agency | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> 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 PROGRAM APPLICATION**

**4. Current Utility Services for the MHP**

**a. Electric Service:**

Electric Service Provider: \_\_\_\_\_

Name as it appears on bill: \_\_\_\_\_

Type of Service:      Electric Overhead Service      Electric Underground Service  
                           Other: \_\_\_\_\_

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

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

*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: \_\_\_\_\_

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

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

*To list additional accounts use Attachment "B"*

**MOBILEHOME PARK  
CONVERSION PROGRAM APPLICATION**

**c. Telephone Service (if applicable):**

Name of Telephone Service Provider: \_\_\_\_\_

Name as it appears on bill: \_\_\_\_\_

Type of Service:       Overhead Phone Service       Underground Phone Service  
                                  Other: \_\_\_\_\_

**d. Cable/Satellite Service (if applicable):**

Name of Cable/ Satellite Service Provider: \_\_\_\_\_

Name as it appears on bill: \_\_\_\_\_

Type of Service:       Overhead Cable Service       Underground Cable Service  
                                  MHP Owned Cable/Satellite/Phone Service  
                                  Other: \_\_\_\_\_

**5. Current Energy Metering Arrangement**

**Electric**

Master-Meter/Sub-Meter Electric  
 Master Electric Meter, no Sub-Meter  
 Other: \_\_\_\_\_

**Gas**

Master Meter/Sub-Meter Gas  
 Master Gas Meter, no Sub-Meter  
 Other: \_\_\_\_\_

**6. Energy Usage/Load Information**

**a. Electric Load Information**

**1) Typical MHP Space**

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

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)

<input type="checkbox"/> Electric Range	<input type="checkbox"/> Electric Laundry Dryer
<input type="checkbox"/> Electric Water Heater	<input type="checkbox"/> Electric On-Demand Water Heater
<input type="checkbox"/> Electric Oven	<input type="checkbox"/> Electric Furnace
<input type="checkbox"/> Electric Air Conditioning	<input type="checkbox"/> Electric Heat Pump
<input type="checkbox"/> Spa	
<input type="checkbox"/> Other Electric loads _____	

# **MOBILEHOME PARK CONVERSION PROGRAM APPLICATION**

## **2) Common Use Area**

Common Use Area Electric Service: #   1   Description: \_\_\_\_\_

Voltage: \_\_\_\_\_ Phase: \_\_\_\_\_ Main Size: \_\_\_\_\_

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

Common Use Area Electric Service: #   2   Description: \_\_\_\_\_

Voltage: \_\_\_\_\_ Phase: \_\_\_\_\_ Main Size: \_\_\_\_\_

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

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

## **3) Streetlighting**

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

Lamp Type: #   1  

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

Watts per lamp: \_\_\_\_\_ Number of lamps/fixtures: \_\_\_\_\_

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

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

Location, lamp type and wattage of each streetlight fixture must 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? \_\_\_\_\_





# **MOBILEHOME PARK CONVERSION PROGRAM APPLICATION**

## **8. Planning, Engineering and Construction**

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

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

The information provided in the Planning, Engineering, and Construction terms and conditions will enable the MHP Owner/Operator, and their 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 determine the location of the metering points for the MHP 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

# **MOBILEHOME PARK CONVERSION PROGRAM APPLICATION**

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 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 PROGRAM APPLICATION**

**12. MHP Owner/Operator Certification**

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

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

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

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

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

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

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

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

# MOBILEHOME PARK

## CONVERSION PROGRAM APPLICATION

### Attachment A - Additional Documentations

As described in Section 7 of this Application the MHP Owner/Operator must provide copies of the following documents along with their 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.

<u>Not Available</u>	<u>Being Provided</u>	<u>Documents</u>
<input type="checkbox"/>	<input type="checkbox"/>	<u>List of Residents:</u> 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. This information will be used for outreach and notification efforts during the project. (Required)
<input type="checkbox"/>	<input type="checkbox"/>	<u>Service Documents:</u> Detailed engineering drawings, as-built drawings, maps, and any other such records as may be necessary to ensure a complete record of the installation and location of the MHP's existing distribution system.
<input type="checkbox"/>	<input type="checkbox"/>	<u>Single Line Diagram:</u> For facilities with Self-Generation provide a single line diagram(s) showing the location of the generation and how it is currently connected to the MHP electrical system.
<input type="checkbox"/>	<input type="checkbox"/>	<u>Additional Infrastructure:</u> Detailed substructure engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the park, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.
<input type="checkbox"/>	<input type="checkbox"/>	<u>Site Plan:</u> Detail scaled drawing of MHP showing roads, sidewalks, driveways, MH-Space locations, streetlights, sprinkler controls, location of fire hydrants, common area facilities, electric vehicle charging stations, self-generation systems, other structures, and proposed future improvements. For electrical equipment, please provide load information on site plan or reference Common Use Area Service Number(s) found on Section 6 and Attachment B..
<input type="checkbox"/>	<input type="checkbox"/>	<u>Tract Map:</u> Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.

Attach appropriate documents to Attachment A

MHP Owner/Operator Initials \_\_\_\_\_





# MOBILEHOME PARK CONVERSION PROGRAM APPLICATION

## Attachment B – Additional Information

### 3. Electric Common Use Area Services:

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

Additional Common Use Area Service – Provide additional sheet as necessary

Common Use Area Electric Service: # \_\_\_\_\_ Description: \_\_\_\_\_

Voltage: \_\_\_\_\_ Phase: \_\_\_\_\_ Main Size: \_\_\_\_\_

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

Common Use Area Electric Service: # \_\_\_\_\_ Description: \_\_\_\_\_

Voltage: \_\_\_\_\_ Phase: \_\_\_\_\_ Main Size: \_\_\_\_\_

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

Common Use Area Electric Service: # \_\_\_\_\_ Description: \_\_\_\_\_

Voltage: \_\_\_\_\_ Phase: \_\_\_\_\_ Main Size: \_\_\_\_\_

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

Common Use Area Electric Service: # \_\_\_\_\_ Description: \_\_\_\_\_

Voltage: \_\_\_\_\_ Phase: \_\_\_\_\_ Main Size: \_\_\_\_\_

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

**MOBILEHOME PARK**  
**CONVERSION PROGRAM APPLICATION**

Attachment B – Additional Information

**4. Streetlight Lamp Type**

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

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 PROGRAM APPLICATION**

Attachment B – Additional Information

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

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

Provide additional sheet as necessary

Common Use Area Gas Service: # \_\_\_\_\_ Description: \_\_\_\_\_

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

Common Use Area Gas Service: # \_\_\_\_\_ Description: \_\_\_\_\_

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

Common Use Area Gas Service: # \_\_\_\_\_ Description: \_\_\_\_\_

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

Common Use Area Gas Service: # \_\_\_\_\_ Description: \_\_\_\_\_

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



**ELECTRIC SAMPLE FORM 79-1165**  
**MOBILEHOME PARK**  
**CONVERSION PROGRAM AGREEMENT**

Sheet 1 (N)  
(N)  
(N)

Please Refer to Attached  
Sample Form

# MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

This Mobilehome Park Conversion Program Agreement (“Agreement”) is made and entered into by and between \_\_\_\_\_ ( “MHP Owner/Operator”), a \_\_\_\_\_ organized and existing under the laws of the state of \_\_\_\_\_, and the Utility, “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 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 number of residential MH-Spaces within the MHP that currently receives a discount under the current qualifying Mobilehome rate schedule or as approved by PG&E and the number of residential MH-Space that are designated on the MHP Application and are summarized in Attachment C of this Agreement.

## **MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT**

- 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; 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.



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- 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 encourages 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 Conversion 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 "Beyond-the-Meter" work to MH-Spaces 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 & 17) 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.



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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. 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.

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- 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.



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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 permits necessary for trenching within public rights-of-way, all permits will be the responsibility of the MHP Owner/Operator. This includes, but not limited to,

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

### 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.

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- 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.
- 5.9.5. The MHP Representative shall ensure that the 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.
- 5.11. 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. 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. 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 identify the location of each electric/and/or gas meter and any protection required for the metering service equipment.
- 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 "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**



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- 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



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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. 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 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] 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.

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- 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. 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

## **MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT**

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 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.

# MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

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

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

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

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

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

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

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

**PACIFIC GAS AND ELECTRIC  
COMPANY**

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

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

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

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



# MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

## Attachment A Documents and Declaration

### 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 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.

Please attach copies of the above required documents to this page (Attachment A – Required Documents) of the Mobilehome Park Conversion 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 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 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 contractor 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 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 Name: \_\_\_\_\_  
State Contractor License #: \_\_\_\_\_  
Contract Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ ZIP: \_\_\_\_\_  
Day Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email Address \_\_\_\_\_  
Total Estimated Cost to Perform all “Beyond-the-Meter”  
work for the MHP (See Attachments C) \$ \_\_\_\_\_



**MOBILEHOME PARK  
CONVERSION PROGRAM AGREEMENT**  
**Attachment B**  
**Contractor Selection**

Secondary Contractor (if required)

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



# MOBILEHOME PARK CONVERSION 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 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.-1 Illustrate the financially responsible party for the “To-the-Meter” and “Beyond-the-Meter” services under the MHP Program

Table 2-1	“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 MHP Resident	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting MHP Resident
	Service to Individual MH-Spaces	X			X	
Service to Common Use Areas	X				X	
Incremental Service Modifications to the Individual MH-Spaces > 100 amperes			X			X
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas		X			X	



**MOBILEHOME PARK  
CONVERSION 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<sup>1</sup>)

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**

\$

\$ \_\_\_\_\_

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



**MOBILEHOME PARK  
CONVERSION PROGRAM AGREEMENT**

**Attachment C**

**Estimated Costs for MHP Project**

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

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

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

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



# MOBILEHOME PARK CONVERSION 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.

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 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 PROGRAM AGREEMENT

## Attachment E –

### Costs That The MHP Resident is Responsible for that is Not Covered Under The MHP Program

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

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

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

The MHP residents may request or require a service modification beyond what is being provided by the MHP Program. These modifications, and associated costs, would be the responsibility of the requesting MHP resident and will be handled under PG&E’s current applicable Tariffs.

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

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

1. Amount Due from MHP 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 Residents to the Contractor

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

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





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Advice Letter No: 4466-E  
 Decision No. 14-03-021

Issued by  
**Brian K. Cherry**  
 Vice President  
 Regulatory Relations

Date Filed July 30, 2014  
 Effective \_\_\_\_\_  
 Resolution No. \_\_\_\_\_



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Advice Letter No: 4466-E  
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**Brian K. Cherry**  
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 Regulatory Relations

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 Resolution No. \_\_\_\_\_



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Advice Letter No: 4466-E  
 Decision No. 14-03-021

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**Brian K. Cherry**  
 Vice President  
 Regulatory Relations

Date Filed July 30, 2014  
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 Resolution No. \_\_\_\_\_

**PG&E Gas and Electric  
Advice Filing List  
General Order 96-B, Section IV**

AT&T	Douglass & Liddell	Occidental Energy Marketing, Inc.
Alcantar & Kahl LLP	Downey & Brand	OnGrid Solar
Anderson & Poole	Ellison Schneider & Harris LLP	Pacific Gas and Electric Company
BART	G. A. Krause & Assoc.	Praxair
Barkovich & Yap, Inc.	GenOn Energy Inc.	Regulatory & Cogeneration Service, Inc.
Bartle Wells Associates	GenOn Energy, Inc.	SCD Energy Solutions
Braun Blaising McLaughlin, P.C.	Goodin, MacBride, Squeri, Schlotz & Ritchie	SCE
California Cotton Ginners & Growers Assn	Green Power Institute	SDG&E and SoCalGas
California Energy Commission	Hanna & Morton	SPURR
California Public Utilities Commission	In House Energy	San Francisco Public Utilities Commission
California State Association of Counties	International Power Technology	Seattle City Light
Calpine	Intestate Gas Services, Inc.	Sempra Utilities
Casner, Steve	K&L Gates LLP	SoCalGas
Cenergy Power	Kelly Group	Southern California Edison Company
Center for Biological Diversity	Linde	Spark Energy
City of Palo Alto	Los Angeles County Integrated Waste Management Task Force	Sun Light & Power
City of San Jose	Los Angeles Dept of Water & Power	Sunshine Design
Clean Power	MRW & Associates	Tecogen, Inc.
Coast Economic Consulting	Manatt Phelps Phillips	Tiger Natural Gas, Inc.
Commercial Energy	Marin Energy Authority	TransCanada
Cool Earth Solar, Inc.	McKenna Long & Aldridge LLP	Utility Cost Management
County of Tehama - Department of Public Works	McKenzie & Associates	Utility Power Solutions
Crossborder Energy	Modesto Irrigation District	Utility Specialists
Davis Wright Tremaine LLP	Morgan Stanley	Verizon
Day Carter Murphy	NLine Energy, Inc.	Water and Energy Consulting
Defense Energy Support Center	NRG Solar	Wellhead Electric Company
Dept of General Services	Nexant, Inc.	Western Manufactured Housing Communities Association (WMA)
Division of Ratepayer Advocates	North America Power Partners	