STATE OF CALIFORNIA GAVIN NEWSOM, Governor

### PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE



December 15, 2020

Advice Letter 4257-G-A/5840-E-A, 4257-G-B/5840-E-B

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

### SUBJECT: Mobilehome Park Utility Conversion Program Tariff Modification to Reflect Decision 20-04-004 and Other Miscellaneous Updates.

Dear Mr. Jacobson:

Advice Letter 4257-G-A/5840-E-A, 4257-G-B/5840-E-B is effective as of January 1, 2021.

Sincerely,

Edward Randolph

Deputy Executive Director for Energy and Climate Policy/

Director, Energy Division

Edward Randoft



Erik Jacobson
Director
Regulatory Relations

Pacific Gas and Electric Company 77 Beale St., Mail Code B13U P.O. Box 770000 San Francisco, CA 94177

Fax: 415-973-3582

August 14, 2020

Advice 4257-G-A/5840-E-A

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Supplemental: Mobilehome Park Utility Conversion Program Tariff

Modification to Reflect Decision 20-04-004 and Other Miscellaneous

**Updates** 

### **Purpose**

The purpose of this supplemental advice letter is revise and update Pacific Gas and Electric Company's (PG&E's) tariffs in accordance with California Public Utilities Commission (Commission or CPUC) Decision (D.) 20-04-004, Ordering Paragraph (OP) 9 as well as to propose minor syntax edits to improve readability and clarity.

As requested by the Energy Division, PG&E is submitting this supplemental advice letter to fix some typographical errors in the tariffs. This supplemental advice letter replaces the original advice letter in its entirety.

### **Background**

The Mobile Home Park Utility Upgrade Pilot Program (MHP Pilot) was established in D.14-03-021 in 2014 as a three-year pilot program (2015-2017) to convert mobilehome parks and manufactured housing communities (collectively, MHPs) to direct utility service.

On September 28, 2017, Resolution E-4878 authorized all currently participating electric and gas utilities to continue their MHP Pilots until the earlier date of either December 31, 2019, or the issuance of a Commission Decision for the continuation, expansion or modification of the program beyond December 31, 2019.

On May 7, 2018, the Commission approved Order Instituting Rulemaking (OIR) R.18-04-018 to Evaluate the Mobilehome Park Pilot Program and to Adopt Programmatic Modifications. Resolution E-4958, issued March 18, 2019, extended the MHP Pilot to December 31, 2021, to afford the Commission time to update the Program.

On April 24, 2020, the Commission issued D. 20-04-004, approving an up to ten-year Mobilehome Park Utility Conversion Program (MHP Program) that provides conversion from master-meter natural gas and/or electric service to direct service for eligible MHPs. OP 9 of D.20-04-004 states:

Within 45 days of the issuance of this decision, each electric and/or gas corporation must file a Tier 2 Advice Letter with the Commission's Energy Division for approval of new tariffs to establish a voluntary, mobilehome park/manufactured housing community utility conversion program that contains all of the program components referenced in these Ordering Paragraphs and further described in this decision.

This Advice Letter and associated tariff sheets and agreements is submitted in accordance with OP 9 of the Decision. In addition, PG&E seeks approval for minor syntax edits.

### **Tariff Revisions**

In compliance with D.20-04-004 PG&E is revising the following tariffs related to the Mobilehome Park Utility Conversion Program. In addition and in collaboration with the other Utilities, PG&E had made various modifications to the tariff language to update the program and its requirements:

- Electric Preliminary Statement Part GH (Mobile Home Park Balancing Account Electric),
- Gas Preliminary Statement DB (Mobile Home Park Balancing Account Gas),
- Electric and Gas Rule No. 28 (Mobilehome Park Utility Conversion Program),
- Electric and Gas Sample Form 79-1164 (Mobilehome Park Utility Conversion Program Application),
- Electric and Gas Sample Form 79-1165 (Mobilehome Park Utility Conversion Program Agreement)

The affected tariff sheets are listed on the enclosed Attachment 1. For convenience of the reader, PG&E has included redline revisions of the tariffs in Attachment 2. This submittal would not increase any current rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

### **Protests**

Pursuant to CPUC General Order 96-B, Section 7.5.1, PG&E hereby requests the protest period be waived.

### **Effective Date**

Pursuant to General Order (GO) 96-B, Rule 5.2, and OP 9 of D.20-04-004, this Advice Letter is submitted with a Tier 2 designation. PG&E respectfully requests that this supplemental Advice Letter become effective on January 1, 2021.

### **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.18-04-018. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process\_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: http://www.pge.com/tariffs/.

/S/

Erik Jacobson Director, Regulatory Relations

### **Attachments:**

Attachment 1: Tariffs

Attachment 2: Redline Tariff Revisions

cc: Service List R.18-04-018
David Lee, Energy Division





### California Public Utilities Commission

# ADVICE LETTER



LINERGI UIILIII	CAU	
MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)		
Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39M)		
Utility type:  LC GAS WATER PLC HEAT  Contact Person: Kimberly Loo Phone #: (415)973-4587 E-mail: PGETariffs@pge.com E-mail Disposition Notice to: KELM@pge.com		
EXPLANATION OF UTILITY TYPE  ELC = Electric GAS = Gas WATER = Water  PLC = Pipeline HEAT = Heat WATER = Water	(Date Submitted / Received Stamp by CPUC)	
Advice Letter (AL) #: 4257-G-A/5840-E-A	Tier Designation: 2	
20-04-004 and Other Miscellaneous	·	
Keywords (choose from CPUC listing): Compliant AL Type: Monthly Quarterly Annual Annua		
<del>_</del>	on order, indicate relevant Decision/Resolution #:	
Does AL replace a withdrawn or rejected AL? I	f so, identify the prior AL: $_{ m No}$	
Summarize differences between the AL and th	e prior withdrawn or rejected AL:	
Confidential treatment requested? Yes	<b>✓</b> No	
If yes, specification of confidential information:  Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:		
Resolution required? Yes No		
Requested effective date: $1/1/21$	No. of tariff sheets: 31	
Estimated system annual revenue effect (%): $_{ m N/A}$		
Estimated system average rate effect (%): $\mathrm{N/A}$		
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: See Attachment 1		
Service affected and changes proposed $^{1:}$ $_{\mathrm{N/A}}$	A	
Pending advice letters that revise the same ta	riff sheets: $_{ m N/A}$	

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

CPUC, Energy Division Attention: Tariff Unit 505 Van Ness Avenue San Francisco, CA 94102

Email: <a href="mailto:EDTariffUnit@cpuc.ca.gov">EDTariffUnit@cpuc.ca.gov</a>

Name: Erik Jacobson, c/o Megan Lawson

Title: Director, Regulatory Relations

Utility Name: Pacific Gas and Electric Company Address: 77 Beale Street, Mail Code B13U

City: San Francisco, CA 94177

State: California Zip: 94177

Telephone (xxx) xxx-xxxx: (415)973-2093 Facsimile (xxx) xxx-xxxx: (415)973-3582

Email: PGETariffs@pge.com

Name:

Title:

Utility Name:

Address:

City:

State: District of Columbia

Zip:

Telephone (xxx) xxx-xxxx: Facsimile (xxx) xxx-xxxx:

Email:

### Attachment 1 Advice 4257-G-A

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
36150-G	GAS SAMPLE FORM 79-1164 MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION Sheet 1	31635-G
36151-G	GAS SAMPLE FORM 79-1165 MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT Sheet 1	31636-G
36152-G	GAS PRELIMINARY STATEMENT PART DB MOBILE HOME PARK BALANCING ACCOUNT - GAS Sheet 1	34937-G
36153-G	GAS RULE NO. 28 MOBILEHOME PARK UTILITY CONVERSION PROGRAM Sheet 1	34938-G
36154-G	GAS RULE NO. 28 MOBILEHOME PARK UTILITY CONVERSION PROGRAM Sheet 2	33299-G
36155-G	GAS RULE NO. 28 MOBILEHOME PARK UTILITY CONVERSION PROGRAM Sheet 3	31774-G
36156-G	GAS RULE NO. 28 MOBILEHOME PARK UTILITY CONVERSION PROGRAM Sheet 4	31775-G
36157-G	GAS RULE NO. 28 MOBILEHOME PARK UTILITY CONVERSION PROGRAM Sheet 5	31776-G
36158-G	GAS RULE NO. 28 MOBILEHOME PARK UTILITY CONVERSION PROGRAM Sheet 6	31777-G
36159-G	GAS RULE NO. 28 MOBILEHOME PARK UTILITY CONVERSION PROGRAM Sheet 7	32133-G
36160-G	GAS RULE NO. 28 MOBILEHOME PARK UTILITY CONVERSION PROGRAM Sheet 8	32134-G
36161-G	GAS TABLE OF CONTENTS Sheet 1	36122-G
36162-G	GAS TABLE OF CONTENTS Sheet 5	36123-G
36163-G	GAS TABLE OF CONTENTS Sheet 7	35656-G

		Attachment 1 Advice 4257-G-A
Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
36164-G	GAS TABLE OF CONTENTS Sheet 9	36024-G



Revised Cancelling Original

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

36150-G 31635-G

(T)

GAS SAMPLE FORM 79-1164

MOBILEHOME PARK

UTILITY CONVERSION PROGRAM APPLICATION

Sheet 1

Please Refer to Attached Sample Form

Date of Issuance:
In accordance with California Public Utilities Commission (CPUC or Commission) Decision (D.)20-04-004 and subject to the requirements of the Mobilehome Park Utility Conversion Program Rule (MHP Rule¹), the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Utility Conversion Program (MHP Program) to replace existing privately owned master-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service to each individual MHP space within the MHP.
MHP Owners/Operators who are receiving this Application previously submitted the CPUC Form of Intent during the open application period. After reviewing the information you submitted, the CPUC's Safety and Enforcement Division (SED) and/or the California Department of Housing and Community Development (HCD) or its local agency designee has pre-selected your MHP to participate in the MHP Program.
The MHP Owner/Operator must designate below each Utility <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 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 HCE

permitted Mobilehome (MH) space. and the eligible MHP common areas based on approval by the Commission's Safety and Enforcement Division (SED). Upon request, the Utility may provide to the MHP a new electric or gas utility service that is not currently being supplied by the Utility, provided that; 1) the Utility offers the requested electric or natural gas service in that territory; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be governed by the existing Distribution and Service Extension Rules in the Utility's Tariff and would not be included in

Electric Service	Natural Gas <u>Service</u>	
	N/A	Bear Valley Electric Service
	N/A	Liberty Utilities (CalPeco Electric)
		Pacific Gas and Electric Company
	N/A	Pacific Power, a Division of PacifiCorp
		San Diego Gas & Electric Company
	N/A	Southern California Edison Company
N/A		Southern California Gas Company

MHP Rule by Utility
Bear Valley Electric Service – Rule 23
Liberty Utilities – Rule 23
Pacific Gas and Electric – Rule 28
Pacific Power – Rule 26

П

the MHP Program.

N/A

San Diego Gas and Electric – Rule 44 Southern California Edison – Rule 27 Southern California Gas – Rule 44 Southwest Gas – Rule 23

Southwest Gas Corporation

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 <u>each</u> of the designated Utilities within the specified timeframes.

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

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

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

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

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



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



Pacific Power 300 S. Main Yreka, CA 96097



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



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



### Pacific Gas and Electric Company

Mobilehome Park Utility Conversion Program 77 Beale St., Mail Code B10B San Francisco, CA 94105-1814



San Diego Gas & Electric Company

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



### Southern California Edison Company

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



#### **Southwest Gas Corporation**

Attn: MHP Program 13471 Mariposa Road Victorville, CA 92392

### 1. MHP Project Information

Mobilehome Park	Name:		
			te:
County:		ZIP	:
Nearest Cross Str	eet:		
HCD Mobilehome	Park Identification	Number:	
Total Number of N	/IHP Spaces Permi	tted by HCD:	as of:
	/IHP Spaces with e	•	ectric service, excluding Recreation Vehicle
Number of MHP S	Spaces Occupied by	y Residents: _	
Number of Unocc	upied MHP Spaces	::	
Number of Recrea	ational Vehicles (R\	/s)³ Spaces: _	
Year MHP was es	tablished:		
Day Phone:			
Cell Phone:			
Fax: ()		_Email Addre	ss:
Mobilehome Unit	Ownership Type		
	n common single pa use shared ownersl		☐ Units on individual parcels☐ Other:
Does the MHP Ov	vner/Operator have	a current and	d valid license to operate a MHP?
□ No	☐ Yes	License N	lumber:
Is the MHP currer condemnation pro		oforceable cor	demnation order and/or to a pending
□ No	☐ Yes		
Is the MHP operat	ted on leased real բ	property?	
□ No	☐ Yes	Number o	f years remaining on land lease:

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

### 2. Business Information

	Legal Name to appear on conti  ☐ Individual	☐ Partnership	☐ Corporation
	☐ Limited Liability Corporation☐ 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:	
C	ontractor hired by the MH	r, the wiff Residents at	ila tile Othity).
a.	Name of MHP Representative:		
a.	Title:		
a.	Title:		
a.	Title:Address:City:	State	ZIP:
a.	Title:Address:City:Day Phone:	State	ZIP:
a.	Title:Address: City: Day Phone: Cell Phone:	State	ZIP:
a.	Title:Address:	State	ZIP:
	Title:Address:	State	ZIP:
	Title:Address:	State	ZIP:
	Title:Address: City: Day Phone: Cell Phone: Fax: Email Address Name of MHP Representative: Title:	State	ZIP:
	Title:	State	ZIP:
	Title:	State State	ZIP:
	Title:	State	ZIP:
	Title:	State State	ZIP:

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

a.

b.

Electric Service:		
Electric Service Prov	ider:	
Name as it appears of	on bill:	
Type of Service:	☐ Electric Overhead Service	☐ Electric Underground Service
	☐ Other:	
	ase electricity through a third party vice Provider [ESP])?	y (e.g., Community Choice Aggregator
□ No	☐ Yes, Provider Name: _	
	I dwelling units within the MHP tha Inder current qualifying Mobilehom	at currently ne rate schedule:
Current Electric	Service Account Number	Current Rate Schedule
To list additional acco	ounts use Attachment "B"	
Gas Service (if appl	icable):	
Name of Gas Service	e Provider:	
Name as it appears of	on bill:	
Type of Service:	☐ No Gas Service available a	at MHP (Electric only)
	☐ Natural Gas System	
	☐ Propane System (Centraliz	ed tank with MHP distribution system)
	☐ Propane System (at each N	Mobilehome)
	☐ Other:	
Does the MHP purch	ase gas through a third party (e.g.	, Core Transport Agent [CTA])?
□ No	☐ Yes, Provider Name: _	
	I dwelling units within the MHP tha inder current qualifying Mobilehom	

	Current Gas S	Service Account Number	Current Rate Schedule
			<del></del>
	-		
	To list additional acc	ounts use Attachment "E	<u> </u>
c.	Telephone Service	(if applicable):	
٠.	-		
			e Service
d.	Cable/Satellite Serv	vice (if applicable):	
	Type of Service:	·	Service  Underground Cable Service
	31		ble/Satellite/Phone Service
Сι	ırrent Energy Me	tering Arrangemen	t
	<u>Electric</u>		<u>Gas</u>
		o-Meter Electric leter, no Sub-Meter	<ul><li>☐ Master Meter/Sub-Meter Gas</li><li>☐ Master Gas Meter, no Sub-Meter</li><li>☐ Other:</li></ul>
	-		
Er	ergy Usage/Load	d Information	
a.	Electric Load Inform	<u>mation</u>	
	1) Typical MHP Sp	oace	
	Existing MHP Sp	pace Main Switch Size Service Termination Enc	elosure)Amps

5.

6.

Common Use Area	Common Use Area			
Common Use Area Electric	Service: # <u>1</u> [	Description:		
Voltage:	Phase:	Mai	in Size:	
☐ Lift Station (	<u>HP</u> )	☐ MHP Office	(KW	
☐ Street Lights (	KW)	☐ Swimming Pool	(KW	
☐ Club House (	KW)	☐ Area Lighting	(KW	
☐ Sprinkler/Irrigation (	Controls (must be me	tered) 🛘 Park Site	(KW	
☐ Others			_(KW	
Common Use Area Electric	Service: # <u>2</u> [	Description:		
Voltage:	Phase:	Mai	in Size:	
☐ Lift Station (	HP)	☐ MHP Office	(KW	
☐ Street Lights (	KW)	☐ Swimming Pool	(KW	
☐ Club House (	KW)	Area Lighting	(KW	
☐ Sprinkler/Irrigation (	Controls (must be me	tered) 🛘 Park Site	(KW	
☐ Others			_(KW	
Streetlighting				
☐ Streetlights to be serve	d under general servi	ce rates with common us	e areas	
	light rate schedule as mp type that can be fo	approved by the Utility. bund in the MHP in the a	Please provide the	
Lamp Type: # 1 ☐ High Pressure Sodi ☐ Mercury Vapor ☐ Incandescent ☐ Other	ium Vapor □	Low Pressure Sodium \ Metal Halide LED	√apor	
Watts per lamp:	Number	of lamps/fixtures:		
Additional Lamps Type Attachment "B"	<u>s</u> – If the MHP has ac	dditional streetlight lamp	types, use	
How are streetlights curren  Served directly from  Served from MH su	n Master meter accou b-meter, or MH pedes			

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

4)	<b>Self-Generation</b> – Is there currently any self-generation) equipment servicing the common and	
	☐ Yes (Size of system KW)	) 🗆 No
5)	Electric Vehicle Charging Station – Is there of Station located at the MHP that is available for a	
	☐ Yes (Charger size kW)	□ No
<u>Na</u>	tural Gas Load Information (if applicable)	
	tural Gas Load Information: Natural gas will be delivery pressure per Rule 2.	elivered at the Utilities standard service
gra opi sei	quests for elevated service delivery pressure requanted, elevated service delivery pressure may be erational needs. Special Facilities and cost-of-ow rvice delivery pressure. For further information, colle 2. (MBtu/h = 1,000 Btu/h)	reduced at any time due to the Utility nership charges may apply for elevated
1)	Mobilehome Gas Appliances:	
	Gas will be provided to individual Mobilehomes residential service per Rule 2.	at the Utility's standard delivery pressure for
2)	Common Use Area	
	Common Use Area Gas Service: #1 Desc	cription:
	Gas Service Delivery Pressure Requested:	☐ Standard delivery pressure ☐ Other (psig)
	Gas appliances that can be found in commo	on use areas: (check all that applies)
	☐ Water Heater- Btu rating:	
	Common Use Area Gas Service: #2 Desc Gas Service Delivery Pressure Requested:	cription:
	☐ Gas Range - Btu rating:	□ Pool/Spa Heater- Btu rating:     □ Furnace- Btu rating:     □ Outdoor Gas Heaters     Btu rating:
	Additional Common Use Area Service - For requests use the "Natural Gas Common Us	

b.

#### 7. Additional Documentation

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

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

### 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 at minimum contain a preliminary sketch of proposed service locations developed by the Utility using the information provided by the MHP Owner/Operator with this Application.

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

### 9. Application Deadline

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

### 10. Next Steps

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

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

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

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

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

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

### 11. Cancellation of MHP Application

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

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

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

### 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 is the distributor of utility service within the MHP, as described above, and that the MHP Owner/Operator has the authority to discontinue utility service within the MHP as required by the MHP Program. I also certify that I am supplying all of the documentation required under this Application, if available. I have read and agree with the provisions and my responsibilities under the MHP Rule and this Application, including Attachments.

Name of Mobilehome Park	Signature
	<b>G</b>
Name of Owner/Operator	Type/Print Name
Name of Owner/Operator	Type/Tillit Name
Date	Title

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

### Attachment A - Additional Documentations

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

4	Not <u>Available</u>	Being <u>Provided</u>	<u>Documents</u>
			List of Registered Homeowners and Residents: A complete list of current residents for each mobilehome/manufactured housing unit on the lot within the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information should be provided to the Utilities. If all of the necessary resident contact information cannot be provided, the MHP Owner/Operator must, at a minimum, provide a list of addresses for the residents of the MHP and the name and mailing addresses of the registered owners for each mobilehome/manufactured housing unit on a lot within the MHP. This information will be used for outreach and notification efforts during the project. If a complete list of resident and registered owner contact information is not provided with the MHP Application, the information must be provided with the submittal of the MHP Agreement.
			<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(s).
			Single Line Diagram: For facilities with Self-Generation provide a single line diagram(s) showing the location of the generation and how it is currently connected to the MHP electrical system.
			Additional Infrastructure: Detailed substructure engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the park, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.
			Site Plan: Detailed 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.
			<u>Tract Map</u> : Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.
	Attach a	ppropriate o	documents to Attachment A
MHP Owner/Operator Initials			

### Attachment B – Additional Information

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

		Blectric Service Account Information		
		Natural Gas Service Account Information		
		l Electric Common Use Area Services Informa	ation	
		Streetlight Lamp Type		
		Gas Common Use Area Services Informatio	n	
		No additional information, beyond what is pr	ovided i	n the MHP Application
1.	Elec	tric Service Account Information:		
		e list any additional Electric Service Accounts Nu led in Section 4.a. of this MHP Application.	mbers o	currently serving the MHP that is not
	=	Current Electric Service Account Number		Current Rate Schedule
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### Attachment B – Additional Information

### 2. Natural Gas Service Account Information:

Please list any additional Natural Gas Service Accounts Numbers currently serving the MHP that is not provided in Section 4.b. of this MHP Application.

Current Gas Service Account Number	Current Rate Schedule	)
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### 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 MHP Application

Additional Common Use Area Service - Provide additional sheet as necessary

Common Use Area Electric Serv	vice: # Description:_			
Voltage:	Phase:	 Main Size:		
☐ Lift Station (		MHP Office	(	KW)
☐ Street Lights (	KW)	Swimming Pool	(	KW)
☐ Club House (		Area Lighting	(	KW)
☐ Sprinkler/Irrigation Contr		Park Site	(	KW)
□ Others			_ (	KW)
Common Use Area Electric Serv	vice: # Description:_			
Voltage:	Phase:	Main Size:		
☐ Lift Station (	HP)	MHP Office	(	
☐ Street Lights (	KW)	Swimming Pool	(	KW)
☐ Club House (		Area Lighting	(	KW)
☐ Sprinkler/Irrigation Contr	ols (must be metered)	Park Site	(	KW)
□ Others			_ (	KW)
Common Use Area Electric Serv	vice: # Description:_			
Voltage:	•			
☐ Lift Station (			(	
☐ Street Lights (		Swimming Pool		
☐ Club House (		Area Lighting		
☐ Sprinkler/Irrigation Contr			(	KW)
□ Others	· ,		(	KW)
0	. "			
Common Use Area Electric Serv				
Voltage:				
☐ Lift Station (	•	MHP Office		KW)
☐ Street Lights (		Swimming Pool	-	•
☐ Club House (		Area Lighting	(	-
☐ Sprinkler/Irrigation Contr	,	Park Site		,
☐ Others			_ (	KW)

### 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  ☐ Mercury Vapor  ☐ Incandescent  ☐ Other	☐ Low Pressure Sodium Vapor☐ Metal Halide☐ LED☐
	Number of lamps/fixtures:
Lamp Type:#  ☐ High Pressure Sodium Vapor ☐ Mercury Vapor ☐ Incandescent ☐ Other	☐ Low Pressure Sodium Vapor ☐ Metal Halide ☐ LED
Watts per lamp:	Number of lamps/fixtures:
Lamp Type:# ☐ High Pressure Sodium Vapor ☐ Mercury Vapor ☐ Incandescent ☐ Other	<ul><li>□ Low Pressure Sodium Vapor</li><li>□ Metal Halide</li><li>□ LED</li></ul>
	Number of lamps/fixtures:
Lamp Type:# High Pressure Sodium Vapor   ☐ Mercury Vapor   ☐ Incandescent   ☐ Other	<ul><li>□ Low Pressure Sodium Vapor</li><li>□ Metal Halide</li><li>□ LED</li></ul>
Watts per lamp:	Number of lamps/fixtures:
Lamp Type:# High Pressure Sodium Vapor   ☐ Mercury Vapor   ☐ Incandescent   ☐ Other	☐ Low Pressure Sodium Vapor ☐ Metal Halide ☐ LED
Watts per lamp:	Number of lamps/fixtures:

### 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 MHP Application

Provide additional sheet as necessary	
Common Use Area Gas Service: # Description: _	
Gas Service Delivery Pressure Requested:	☐ ½ psig ☐ Other (psig)
☐ Gas Range - Btu rating:	☐ Laundry Dryer- Btu rating:
□ Water Heater- Btu rating:	□ Pool/Spa Heater- Btu rating:
☐ Gas Oven- Btu rating:	_ □ Furnace- Btu rating: □ Outdoor Gas Heaters
Btu rating:	
☐ Other gas loads	
Btu rating:	
Common Use Area Gas Service: # Description: _	
Gas Service Delivery Pressure Requested:	☐ 1/4 psig ☐ Other (psig)
☐ Gas Range - Btu rating:	☐ Laundry Dryer- Btu rating:
□ Water Heater- Btu rating:	□ Pool/Spa Heater- Btu rating:
☐ Gas Oven- Btu rating: ☐ On-Demand Water Heater	_ □ Furnace- Btu rating: □ Outdoor Gas Heaters
Btu rating:	
☐ Other gas loads	
Btu rating:	
Common Use Area Gas Service: # Description: _	
Gas Service Delivery Pressure Requested:	☐ ½ psig ☐ Other (psig)
☐ Gas Range - Btu rating:	☐ Laundry Dryer- Btu rating:
□ Water Heater- Btu rating:	□ Pool/Spa Heater- Btu rating:
☐ Gas Oven- Btu rating: ☐ On-Demand Water Heater	_
Btu rating:	
□ Other gas loads	
Btu rating:	
Common Use Area Gas Service: # Description: _	
Gas Service Delivery Pressure Requested:	☐ ¼ psig ☐ Other (psig)
☐ Gas Range - Btu rating:	☐ Laundry Dryer- Btu rating:
☐ Water Heater- Btu rating:	□ Pool/Spa Heater- Btu rating:
☐ Gas Oven- Btu rating:	☐ Furnace- Btu rating:
☐ On-Demand Water Heater Btu rating:	☐ Outdoor Gas Heaters Btu rating:
□ Other gas loads	
Btu rating:	



Revised Cancelling Original

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

36151-G 31636-G

GAS SAMPLE FORM 79-1165

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM AGREEMENT

Sheet 1

(T)

Please Refer to Attached Sample Form



entered in Owner/O state of _ Company of Califor	pilehome Park Utility Conversion Program Agreement ("Agreement") is made and nto by and between ("MHP operator"), a organized and existing under the laws of the, and the Utility, "Pacific Gas and Electric y" ("PG&E" or "Utility"), a corporation organized and existing under the laws of the state rnia. MHP Owner/Operator and PG&E may be individually referred to as a "Party" and ely as the "Parties."
	RECITALS
Commiss metered	AS, PG&E offers a ten-year program under the direction of the California Public Utilities sion ("CPUC" or "Commission") pursuant to Decision 20-04-004 whereby master-Mobilehome Parks ("MHP") may elect to convert to direct utility service, with eligible "To-the-Meter" and "Beyond-the-Meter" work to be borne by PG&E (MHP Program).
	AS, MHP Owner/Operator desires to convert the master-metered system(s) in its MHP service from PG&E under the MHP Program.
In accord	lance with the foregoing premises, the Parties agree as follows:
1. Gene	eral 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 owned and operated electric and/or natural gas distribution system servicing the MHP to direct PG&E electric and/or gas distribution and service, including all HCD permitted Mobilehome Spaces (MH-Space), eligible 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 Utilities Commission (CPUC or Commission's) "Form of Intent" and the MHP Application (Form 79-1164), and continue to be bound by the terms set forth in those documents.



- 1.3. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of occupied residential MH-Spaces permitted by the California Department of Housing and Community Development or its designed agency, within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MH-Space permitted by the California Department of Housing and Community Development or its designed agency, that are designated on the MHP Application that are currently able to receive electric and/or gas service from the existing master-metered system (Legacy System)
- 1.4. The MHP Owner/Operator must provide the following documents with the MHP Agreement pursuant to MHP Program criteria in MHP Rules: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) if the MHP is operated on leased real property, proof that the land lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utilities; and (3) declaration under penalty of perjury/affirmation that the MHP is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).
- 1.5. This Agreement Commission conforms to (D.)20-04-004 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) calendar days to sign and submit the Agreement to PG&E.
- 3.2. If requested by either party, a post engineering meeting can be requested prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the Contractor's bid to perform the "Beyond-the-Meter" work. PG&E and the Commission encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. PG&E reserves the right to withdraw the MHP space approval for the MHP, and may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs as specified in Section 10 of this Agreement.
- 3.3. Agreements and documents shall be mailed to:

Mobilehome Park Utility 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 the "Beyond-the-Meter" work at the MHP and shall consult and coordinate with PG&E on such selection. The MHP Owner/Operator shall provide in Attachment B, multiple bids (where applicable at least three) from contractors for proposed "Beyond-the-Meter" work during the time frames specified by PG&E.
- 4.2. If PG&E and the MHP Owner/Operator fail to agree upon the qualifications of the contractor selected to perform "Beyond-the-Meter" work, the CPUC's Safety and Enforcement Division (SED) will be consulted to resolved the dispute.
- 4.3. The Contractor shall be selected based on the "most cost-effective option". PG&E reserves the right to review the reasonableness of bids for "Beyond-the-Meter" work that are received by the MHP Owner/Operator. PG&E and the CPUC encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).
- 4.4. The MHP Owner/Operator understands and agrees that neither PG&E's consultation and coordination with the MHP Owner/Operator regarding the selection of a Contractor, nor its review of bids or other pricing terms, constitutes an endorsement by PG&E of said Contractor or its work. Further, the MHP Owner/Operator understands and agrees that PG&E makes no guarantee or warranty, either



expressed or implied, with respect to the Contractor's work. The MHP Owner/Operator understands and agrees that PG&E will not be liable for any claims related to "Beyond-the-Meter" facilities, including but not limited to claims related to the planning, design, construction and/or maintenance of such facilities, and the MHP Owner/Operator agrees to indemnify, defend and hold harmless PG&E and its officers, directors, employees and/or agents from and against any such claims.

### 5. MHP Owner/Operator Responsibilities

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

#### 5.2. Easements

- 5.2.1. The MHP Owner/Operator shall provide or assist in obtaining rights-of-ways or easement as required by the Utility's Distribution and Service Extension Rules (Rule 15 & 16) and (D.) 20-04-004.
- 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 PG&E.
- 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, potential cultural sites, potential environmental issues, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; the extent of established lines and levels. MHP Owner/Operators who fail to disclose potential issues during the design phase risk removal from the program by PG&E.
- 5.5.2. MHP Owner/Operator will at all times own and is responsible for the "Beyond-the-Meter" utility service facilities.
- 5.5.3. Requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program can be made by the MHP Owner/Operator and such modifications and additional incremental costs, will be the sole responsibility of the MHP Owner/Operator. Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rule and Regulations. PG&E will process such requests under current applicable tariffs. Such requests for "Tothe-Meter" services may require a separate service extension contract and shall be done in accordance with the effective service extension tariff. To the extent not covered by separate contract, costs for such requests are shown in Attachments C, D and E, attached hereto and incorporated herein. All costs not covered by the MHP Program must be paid in full to PG&E prior to or with the submittal of the MHP Agreement in order for the construction phase to begin.
  - 5.5.3.1. The MHP Owner/Operator, or its representative, is responsible to collect any and all fees associated with "To-the-Meter" service modifications that are not covered by the MHP Program that were requested on behalf of the MH-Owner and due to PG&E under the current Rules and Tariffs and forward those payments to the appropriate Utility.
  - 5.5.3.2. "Beyond-the-Meter" service modifications that are not covered by the MHP Program, including installation costs that exceed the most cost-effective option (e.g. alternate routes or below ground installations), will not be eligible for reimbursement from PG&E.



- 5.5.3.3. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order that may require redesign and/or re-engineering. Additional redesigned and/or re-engineered costs will not be eligible for reimbursement from PG&E and will be the sole responsibility of the requesting party.
- 5.5.4. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by PG&E and/or the contractor. Temporary facilities may include, but is not limited to, storage sheds, decks, awning, car ports, or any facility that is not normally provided by the MHP. Relocation or removal of such items will not be eligible for reimbursement from PG&E.
- 5.5.5. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the park's common area, such as the office, clubhouse, laundry facilities, streetlights, etc., and their associated "Beyond-the-Meter" facilities. Utility meters will be installed to serve these facilities. MHP Owner/Operator will be responsible payment of Utility bills associated with such meters. Additional facilities that may be requested (e.g. streetlight fixtures) and associated energy charges for the common area facilities will be based on the applicable tariff and will not be eligible for reimbursement from PG&E.

#### 5.6. Existing Distribution System (Legacy System)

- 5.6.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submeter system ("Legacy System") and continue to provide utility service to the MHP residents until cutover to the new direct PG&E service system. At all times, the Legacy System will remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (if required), decommissioning and any environmental remediation.
- 5.6.2. If the MHP has an existing propane gas distribution system, PG&E will, upon request, replace it with a natural gas distribution system, provided that; 1) the Utility offers natural gas service and the MHP is located within the franchise area that the Utility serves; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be replaced under the Utility's existing Distribution and Service Extension Rules (Rule 15 & 16) and would not qualify under the MHP Program.

#### 5.7. Permits

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



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

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

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

#### 5.8. <u>Environmental, Endangered Species and Cultural Resources Review</u>

- 5.8.1. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues, and the costs associated with those efforts, are the sole responsibility of MHP Owner/Operator and must be addressed as required by the agency with jurisdictional authority. No utility shall assume any remediation responsibility and utility ratepayers shall bear no costs associated with any required remediation.
- 5.8.2. Any environmental, endangered species and cultural resources issues that are identified during the conversion will result in the immediate suspension of work at the MHP. The MHP Owner/Operator shall resolve these issues prior to work resuming at the MHP. MHP Owner/Operator may be granted additional time by PG&E to resolve environmental, endangered species and cultural resources issues prior to completing the conversion, however, such time will not exceed the period of the MHP Program, unless approved by the CPUC.

#### 5.9. Outreach and Education

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



- 5.9.2. All costs associated with the MHP Representative in performing the duties associated with the Program will be the responsibility of the MHP Owner/Operator and will not be reimbursable from the MHP Program.
- 5.9.3. The MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Program that are intended for the MHP residents. The MHP Representative shall distribute the information to the residents in a timely manner in accordance to MHP's Rules and Regulations
- 5.9.4. The MHP Owner/Operator must allow PG&E to directly contact the MHP residents during the project regarding the MHP Program, account setup and other utility programs. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MH residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement (Attachment A). The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information.
- 5.9.5. The MHP Representative shall ensure that its contractor works with PG&E and keeps the MHP residents informed of the status of the "Beyond-the-Meter" work. Communications will include notices such as temporary outages, detours or street closures. The MHP Representative will also ensure that such notices will remain consistent with PG&E communications and be distributed in a timely manner.

#### 5.10. Construction

- 5.10.1. Construction of the conversion project may commence after compliance with Section D.3.b of the MHP Rules.
- 5.10.2. The MHP Owner/Operator shall work cooperatively with PG&E to resolve construction issues that may arise during the project, such as providing an acceptable site for storage of PG&E's construction materials and equipment during the project.

### 5.11. <u>Cutover / Completion of Conversion</u>

- 5.11.1. Prior to cutover, all jurisdictional authorities must inspect and approve installation of the "Beyond-the-Meter" work.
- 5.11.2. Cutover cannot occur until PG&E is satisfied that 24 hour access is available to all utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a utility approved locking device with a utility keyway.



Where electronic gates may be involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller.

- 5.11.3. The MHP Owner/Operator is responsible for discontinuing MHP utility service to all qualifying MH-spaces no later than 90 days after PG&E is ready to cutover all qualifying MH-spaces to direct Utility service.
- 5.11.4. If requested by PG&E, the MHP Owner/Operator shall require Contractor to be available perform joint cutover with PG&E for the individual services within the MHP.
- 5.11.5. If requested by the Utility, the MHP Owner/Operator shall have their Contractor purge the gas legacy master-meter system of unpressurized gas to ensure safety of the disconnected gas system.

# 6. Utility's Responsibilities

# 6.1. Engineering and Planning

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

To the extent possible, PG&E will design and install the new distribution and service system up to the Service Delivery Point on a "like for like" basis to the existing system. For example, an existing 200 ampere overhead electric service will be replaced with a 200 ampere overhead electric service. If both electric and gas are requested to be replaced and electric service is provided overhead, PG&E will have the option to offer underground electric service if it is cost effective to do so. If gas service is located above ground, PG&E will underground the gas service as well as the electric service, if present.

- 6.1.2. PG&E will prepare a preliminary design package for the new electric and/or gas system and prepare all necessary land rights documents.
- 6.1.3. PG&E will consult with the MHP Owner/Operator to identify the location of each electric and/or gas meter and any protection required for the metering service equipment. PG&E will have the final approval of the location of the meter.
- 6.1.4. PG&E will include with the MHP Program additional reasonable services for common use areas at the discretion of the Commission Safety Enforcement Division 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. Such requests may be made by the MHP Owner or the individual MHP residents, and such upgrades and additional incremental costs will be the sole responsibility of the requesting party.
- 6.1.7. If applicable, PG&E will design and install a natural gas service line at each individual MH-Space to deliver sufficient volume at PG&E's standard delivery.
- 6.1.8. Vacant MH-Spaces will receive a stub to the location of the future "Service Delivery Point" during the MHP Program. When a previously vacant space becomes occupied subsequent to cutover, a line extension contract will be required to extend service per normal line extension rules (Rule 16).

### 6.2. Permits

- 6.2.1. PG&E will acquire routine, ministerial construction permits, such as encroachment permits necessary for trenching within public rights-of-way.
- 6.2.2. PG&E will review all permits prior to construction. No work will be performed by PG&E or the Contractor under the MHP Program until the MHP's Owner/Operator and/or PG&E obtains the required permits.

## 6.3. Environmental and Cultural Resources Review

6.3.1. PG&E shall conduct a "desktop" environmental, endangered species and cultural resources review of the proposed work at the MHP. If such review indicates any environmental, endangered species and cultural resources issues, PG&E will immediately suspend of work at the MHP. PG&E will not resume work until it has received authorization from appropriate experts and/or agency with jurisdictional authority. PG&E 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. PG&E may commence conversion after compliance with Rule 28, D.3.b. 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. <u>Cutover / Completion of Project</u>

- 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.
- 6.6.4. PG&E or its Contractor shall purge the gas Legacy System of unpressurized gas to ensure safety of the disconnected system.

# 7. Safety

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



- comply with safety precautions required by PG&E may result in termination of the Agreement for cause.
- 7.4. Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to PG&E, MHP Owner/Operator, contractors, subcontractors, MHP residents, and/or the general public. Upon notice, the responsible party shall investigate the potential safety hazard, and if necessary, take actions to remedy the situation.
- 7.5. The MHP Owner/Operator shall be responsible for notifying local emergency services, if required, about pending road closures or detours that may affect life safety and services to the MHP and MHP residents.

# 8. Delay and Suspension of Work

- 8.1. Suspension of Work by PG&E: PG&E reserves the right to suspend the work under the MHP Utility 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 PG&E's schedule. If possible, PG&E will coordinate and assist contractor in reducing the delay.
- 8.3. Delays by MHP Owner/Operator: No additional compensation or other concessions will be allowed to the MHP Owner/Operator for expenses resulting from delays for which MHP Owner/Operator is responsible. If, in PG&E's opinion, the delay is sufficient to prevent MHP Owner/Operator's compliance with the specified schedule, MHP Owner/Operator shall accelerate the work by overtime or other means, at MHP Owner/Operator's expense, to assure completion on schedule.

# 9. Termination

- 9.1. Either Party may, at its option, terminate upon 30 day written notice to the other Party.
  - 9.1.1. PG&E may cancel or suspend this Agreement for, but not limited to, the following situations:
    - 9.1.1.1. The failure, refusal or inability of the MHP Owner/Operator to perform the work in accordance with this Agreement for any reason (except for those reasons that are beyond MHP Owner/Operator's control) after receiving notice from PG&E and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at PG&E's option, safety or security violations may result in immediate termination; or
    - 9.1.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate its responsibilities under this Agreement within six (6) months of the execution of this Agreement; or



- 9.1.1.3. The failure or inability of the MHP Owner/Operator to complete the work and be ready to receive service from PG&E within twelve (12) months of the execution of this Agreement; or
- 9.1.1.4. A legal action is placed against the MHP Owner/Operator which, in PG&E's opinion, may interfere with the performance of the conversion.
- 9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:
  - 9.1.2.1. Reimburse PG&E for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual MH-Space or common area. PG&E's costs may include, but is not limited to, "To-the-Meter" labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work; and
  - 9.1.2.2. Not be eligible for reimbursement for any "Beyond-the-Meter" work that did not result in a direct PG&E service of an individual MH-Space; and
  - 9.1.2.3. Repay in full to PG&E 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 at the discretion of the Commission Safety and Enforcement Division for common use areas within the MHP that will be served under commercial rate schedules are eligible for inclusion in the MHP Utility Conversion Program and will not provide "Beyond-the-Meter" reimbursements for these common area services. PG&E will not provide the service panel.
- 10.4. PG&E will reimburse the MHP Owner/Operator based on the invoice for the "Beyond-the-Meter" to be performed by the contractor. The amount that is eligible for reimbursement for the "Beyond-the-Meter" work shall not exceed the "Cost Covered by the MHP Program" amount listed on Attachment C, without prior written approval from PG&E. PG&E will review all invoices received for the "Beyond-the-Meter" work by the contractor and will reimburse the MHP Owner/Operator for all prudently occurred and reasonable construction expenditures. The MHP Program will not cover or reimburse costs for any modification or retrofit of the mobilehome or manufactured home.
- 10.5. As soon as practicable and after any jurisdictional authorities have inspected and approved operation of the "Beyond-the-Meter" work, the MHP Owner/Operator may submit invoices to PG&E for "Beyond-the-Meter" work. Invoices submitted shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MH-Space compared to the total number of eligible MH-Spaces at the MHP. The final reimbursement for the "Beyond-the-Meter" work will be paid to the MHP Owner/Operator after the final cutover has been completed and the entire MHP has been converted to direct PG&E service.
- 10.6. Invoices shall include a listing of MH-Spaces that completed the service conversion, and an itemized list and costs for equipment, materials, and labor for "Beyond-the-Meter" facilities that are both covered and not covered by the MHP Program.

# 11. Nondisclosure

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



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

# 12. Indemnification

- 12.1. MHP Owner/Operator shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, MHP Owner/Operator, Contractor or Subcontractor; injury to property of PG&E, MHP Owner/Operator, Contractor, Subcontractor, or a third party, or to natural resources. or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with MHP Owner/Operator performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims. demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active gross negligence or willful misconduct of PG&E, its officers. agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless PG&E from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which PG&E shall have no liability. A utility shall have no liability for the MHP master-metered system (referred to as legacy systems), or the "Beyond-the-Meter" infrastructure installed during conversion, and the MHP owner will hold harmless, defend and indemnify PG&E from all causes of action or claims arising from or related to these systems.
- 12.2. MHP Owner/Operator acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.
- 12.3. MHP Owner/Operator shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. MHP Owner/Operator shall pay all costs



that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

# 13. Compliance with Laws and Regulations

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

# 14. Governing Law

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

# 15. Entire Agreement

This Agreement consists of, in its entirety, Mobilehome Park Utility 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.

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

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



# MOBILEHOME PARK <u>UTILITY CONVERSION PROGRAM</u> <u>AGREEMENT</u> 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 Utility Conversion Program:

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

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

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

### B. Declaration of Non-Condemnation

In accordance with CPUC Decision (D.) 20-04- and Electric Rule 28, all MHP participating in th affirm that the Mobilehome Park is not subject t pending condemnation proceedings.	ne MHP Utility Conversion Program must
I,	of the MHP Owner/Operator and declare that
Name of Mobilehome Park	Authorized Signature
Company Name of Owner/Operator	Print Name
Date	Title



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

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

In all instances, the work performed by the contractor must meet PG&E's current standards as specified in the Utility's Electric and/or Gas Service Requirement manual and have approval from applicable governing inspection authority(ies).

Contractor Name:	
State Contractor License #:	
Contact Person:	
Title:	
Address:	
City:	
Day Phone:	
Cell Phone:	
Fax:	
Email Address	
Total Estimated Cost to Perform all "Beywork for the MHP (See Attachments C)	



# MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT Attachment B Contractor Selection

# Secondary Contractor (if required)

•	Contractor Name:	
	State Contractor License #:	
	Contact Person:	
	Title:	
	Address:	
	City:	
	Day Phone:	
	Cell Phone:	
	Fax:	
	Email Address	
	Total Estimated Cost to Perform all "Beyowork for the MHP (See Attachments C)	



# MOBILEHOME PARK <u>UTILITY CONVERSION PROGRAM</u> <u>AGREEMENT</u> Attachment C

**Estimated Costs for MHP Project** 

MHP Owner/Operator:
Project Name:
Address:
In accordance with California Public Utilities Commission (CPUC) Decision (D.) 20-04-004, and subject t

the requirements of Gas and Electric Rule 28, PG&E is offering the Mobilehome Park Utility 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 C.-1 Illustrate the financially responsible party for the "To-the-Meter" and "Beyond-the-Meter" services under the MHP Program

	Facilities an	o-the-Meter d Equipment PG&E IlyResponsi	t in stalled by	Facilities and	ond-the-Med Equipment Contractor Ily Respons	tinstalled by
Table C-1	Covered by MHP Program	MHP Owner/ Operator	Requesting MH Owner	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting MH Owner
Service to Individual MH-Spaces	Х			х		
Service to Common Use Areas	X				x	
Incremental Service Modifications to the Individual MH-Spaces > 100 amperes where the MHP lots are owned by the resident residing on the lot			X			x
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space in where the lots are not owned by the resident residing on the lot (leased or rented spaces)		x			X	



# MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT 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
	į	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>&</sup>lt;sup>1</sup> Service Upgrades beyond what is being provided by the program are listed on Attachment C.



# MOBILEHOME PARK UTILITY 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)

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

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



# MOBILEHOME PARK PILOT SERVICES <u>UTILITY CONVERSION PROGRAM</u> <u>AGREEMENT</u>

# Attachment D – Costs That The MHP Resident is Responsible for that is Not Covered Under The MHP

MHP Ov	ner/Operator:	
Project I	Jame:	
Address		_
Program Agreeme under Po services under th modifica resident	ice modifications and associated costs beyond what is being as described in Gas Rule No. 28 and the Mobilehome Park ent will be the responsibility of the requesting party. These medaE's current applicable Tariffs. Request for additional commentation and provided by the MHP Program, but approved by a guidance of the Utilities' Rules for Service Relocation and Fisions and relocations for MH-Spaces in a MHP where the lots residing on the lot (leased or rented spaces), must be requestility of the MHP Owner/Operator.	Utility Conversion Program odifications will be handled non use area meters and PG&E, will be designed Rearrangement. Service are not owned by the
resident this shee	wing service modifications have been requested by the MHF (s) (If Job Estimate includes an itemized breakdown of costs, it.)  Amount Due by MHP Owner/Operator for Service Modification and	it may be substituted for
	rogram	aror services not covered by
1.	Amount Due from MHP Owner/Operator to PG&E	
	<ul> <li>Amount due to PG&amp;E for "To-the-Meter" work not covered by the MHP Program.</li> </ul>	\$
	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.	\$
	<ul> <li>Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas</li> </ul>	\$



# Attachment D -

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

modification	s as necessary). If Jo		
		s Not Covered By the MHP Program	
Location	Responsible Party	Requested Service Modification	Estimate Cost
"В	eyond-the-Meter" Co	osts Not Covered By the MHP Program	
Location	Responsible Party	Requested Service Modification	Estimate Cost



# MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT Attachment E –

# Costs That The MH-Owner is Responsible for that is Not Covered Under The MHP Program

MHP Owner/Operator:		
Project Name:		
Address:		
housing unit directly to the l the lot and as permitted by t associated costs, would be under PG&E's current appli	cation may be made by the owner of the modulities, where the MHP lots are owned by the MHP's Rules and Regulations. These is the responsibility of the requesting MH responsibility of the requesting MH responsible. All other requests for service des not covered by the MHP Program must nented in Attachment D.	the resident residing on modifications, and sident and will be handled e entrance relocations,
modifications that were requ	is responsible to collect any and all fees as uested on behalf of the MH residents wher those payments to PG&E with this Agreer	e the MHP lots are owned
	H Residents where the MHP lots are owned door services not covered by the Program	ed by the resident for
1. Amount Due from	MH Residents to PG&E	
	o PG&E for "To-the-Meter" work not ne MHP Program.	\$
2. Amount Due from	MH Residents to the Contractor	
	o the Contractor for "Beyond-the-Meter" fications, Relocation and Rearrangement f lents.	or \$
Total Owned by M	IH Residents for the MHP Program	\$



# MOBILEHOME PARK <u>UTILITY CONVERSION PROGRAM</u> <u>AGREEMENT</u> Attachment E –

# **Costs That The MH-Owner is Responsible for that is Not Covered Under The MHP Program**

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

		Not Covered By the MHP Program	
Location	Responsible Party	Requested Service Modification	Estimate Cost
	Beyond-the-Meter" Co	sts Not Covered By the MHP Program	Estimate
Location	Party	Requested Service Modification	Cost

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

36152-G 34937-G

J.C. SHEELING. 34

# GAS PRELIMINARY STATEMENT PART DB MOBILE HOME PARK BALANCING ACCOUNT - GAS

Sheet 1

## DB. MOBILE HOME PARK BALANCING ACCOUNT - GAS (MHPBA-G)

- PURPOSE: The purpose of the Mobile Home Park Balancing Account Gas (MHPBA-G) is to record and recover the actual incurred costs of implementing the voluntary program to convert the gas master-meter/submeter service at mobile home parks and manufactured housing communities to direct service by PG&E, pursuant to Decision (D.) 14-03-021. The costs associated with the accounting entries in the MHPBA-G shall include incremental incurred expenses and both "to-the-meter" and "beyond-the-meter" (T) costs. Pursuant to Ordering Paragraph (OP) 8, the incurred expenses shall be entered into program balancing account for recovery in the first year following cut over of service subject to reasonableness review. Actual construction costs for each MHP conversion shall be entered into a balancing account and recovered in the year immediately following service cut over for that MHP. Reasonableness review for "to-the-meter" cost will occur in PG&E's General Rate Case (GRC) proceedings, where these costs are included into the (T) base rates. The review of the "beyond-the-meter" costs will occur in the first GRC after (T) service cut over. This account will remain open and continue to record the ongoing MHP conversion costs and associated revenue requirements related to all completed projects until those projects are included in a GRC revenue requirement. Pursuant to OP 1 of D. (T) 20-04-004, PG&E is offering Mobilehome Park Utility Conversion Program until the earlier date of December 31, 2030 or the issuance of a Commission Decision for the continuation, expansion or modification of the program. (T)
- APPLICABILITY: The MHPBA-G shall apply to all customer classes, except for those schedules or contracts specifically excluded by the Commission.
- REVISION DATE: Disposition of the balances in the MHPBA-G account shall be determined in the Annual Gas True-Up (AGT) advice filings, or as otherwise authorized by the Commission, through the Core Fixed Cost Account (CFCA) and Noncore Customer Class Charge Account (NCA) or other venues approved by the Commission.
- 4. RATES: The MHPBA-G does not have a rate component.
- 5. ACCOUNTING PROCEDURE: PG&E shall maintain the MHPBA-G by making entries to this account at the end of each month as follows:
  - a) A debit entry equal to the incremental incurred expenses;
  - b) A debit entry equal to the capital-related revenue requirement, excluding Revenue Fees and Uncollectible (RF&U) accounts expense, related to the "to-the-meter" (T) capital costs incurred. Capital-related revenue requirements include depreciation expense, the return on investment at a rate equivalent to PG&E's current authorized return on rate base, federal and state income taxes, and property taxes associated with the costs of installed equipment;
  - A debit entry equal to the revenue requirement, excluding RF&U, related to the "beyond-the-meter" costs incurred. The revenue requirement will include amortization expense, return on investment, and federal and state income taxes, associated with the costs of installed equipment. The "beyond-the-meter" costs are recorded as a rate equivalent to PG&E's current authorized return on rate base:

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Cal. P.U.C. Sheet No.

**GAS RULE NO. 28** Sheet 1 MOBILEHOME PARK UTILITY CONVERSION PROGRAM

A. PURPOSE: Pursuant to the California Public Utilities Commission's (CPUC or Commission) Decision (D.)14-03-021, Resolution E-4878, Resolution E-4958 and (D.) 20-04-004, PG&E is (T) offering the Mobilehome Park Utility Conversion Program ("MHP Program") as a program to (T)convert eligible master-metered gas service to direct service for Mobilehome Parks or (T) Manufactured Housing Communities (MHP) spaces within PG&E's service territory. The MHP Program will conclude the earlier date of December 31, 2030 or the issuance of a Commission (T) Decision for the continuation, expansion or modification of the program. Subject to the requirements set forth in this Rule and the program extension limitations set forth in Ordering Paragraph 1 and 3 of (D.) 20-04-004, all eligible spaces (including both "To-the-Meter" and (T) "Beyond-the-Meter"), and eligible common use services within the entire MHP will be (T)converted from master-metered natural gas distribution service to direct PG&E distribution and service (Distribution System).

APPLICABILITY: The MHP Program is available to all eligible MHPs within PG&E's service territory as defined in Section 6. Within the eligible MHPs, the only eligible Mobilehome spaces are those permitted by the California Department of Housing and Community Development (HCD) or its designated agency. Recreational vehicle parks and spaces are not eligible for the MHP Program.

#### PROGRAM ELIGIBILITY:

- 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.
  - Receives natural gas through a utility owned master-meter, owns and operates a. the gas distribution system and furnishes natural gas to residents. In cases where only one service is sub-metered or non-sub metered the sub-metered service must be served by an Investor Owned Utility participating in the MHP Program.
  - Take natural gas service under one of the following rate schedules:
    - Gas Schedule GT
    - Gas Schedule GTL
  - Operate under a current and valid license from the governmental entity with relevant authority.
  - If operated on leased real property, the land lease agreement must continue for a minimum of 20 years from the time that the MHP Agreement is executed by PG&E.
  - Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

(Continued)

Advice 4257-G-A Submitted Issued by August 14, 2020 Decision D.20-04-004 Robert S. Kenney Effective Vice President, Regulatory Affairs Resolution

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### GAS RULE NO. 28

MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 2

## C. PROGRAM ELIGIBILITY: (Cont'd)

- 2. MHP Owner/Operators who elect to participate in the MHP Program must comply with all general rules, rights and obligations as set forth in this Rule. In addition, MHP Program participants must complete and/or execute the following documents:
  - The CPUC's "Application for Conversion of Master Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation" ["CPUC's Form of Intent"]; and
  - The "Mobilehome Park Utility Conversion Program Application" ["MHP (T) Application"] (Form 79-1164); and
  - The "Mobilehome Park Utility Conversion Program Agreement" ["MHP (T) Agreement"] (Form 79-1165).

#### MHP PROGRAM COMPONENTS:

1. CPUC's Form of Intent

CPUC's Form of Intent will be accepted January 1, 2021, through March 30, 2021 (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.

- Prioritization of CPUC's Form of Intent
  - CPUC's Form of Intent will be reviewed and prioritized as follows: (1) SED will prioritize MHPs that are gas only or dual system (gas and electric service), and (2) the California Department of Housing and Community Development (HCD) will prioritize MHPs that are electric only. MHPs whose CPUC's Form of Intent are accepted and prioritized by SED and HCD will be considered pre-qualified.
  - 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 (T) best efforts to communicate and coordinate with other utilities, municipal entities, and/or water and telecommunications providers to maximize efficiencies where possible.
  - If a new MHP that is not currently on PG&E's list of MHPs is accepted into (T) another participating utility's MHP Program, PG&E will allow this MHP to move to the next stage of PG&E's MHP Program, so long as PG&E's MHP Program is still substantially underway.

(Continued)

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

Sheet 3

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

### MHP Application

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

(T)

Upon receipt of a completed MHP Application and necessary documentation from the MHP Owner/Operator, PG&E will commence the planning and engineering a new MHP distribution system.

(T)

#### 3. MHP Agreement

After PG&E has engineered and planned the new MHP distribution system and PG&E has received the name of the MHP's Contractor meeting qualifications and the reasonable cost for the "Beyond-the-Meter" work, PG&E will prepare the MHP Agreement for signature.

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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 costs not covered by the MHP Program including planning, engineering and construction for re-arrangements/relocation of facilities or addition of new gas facilities "Beyond-the-Meter" by the MHP Owner/Operator, 4) the execution of the MHP Agreement.

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## Construction

- 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.
- Common area conversations will be at the discretion of the SED. Consistent with existing requirements for PG&E to safely and efficiently connect its service facilities with its natural gas main pipeline facilities. PG&E will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to PG&E's main pipeline facilities. The selected location shall be as close as practicable to the existing service delivery point(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations.

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

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(Continued)

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Sheet 4

# GAS RULE NO. 28 MOBILEHOME PARK UTILITY CONVERSION PROGRAM

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

- 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 continue in full and will only cease at complete cutover of the entire system to direct service from PG&E.
  - 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 "Tothe-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 mobilehome owner (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 owned and operated distribution 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.

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

Sheet 5

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

#### Reimbursement to MHP Owner/Operator

PG&E will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for "Beyond-the-Meter" construction covered by the MHP Program. This shall include reasonable costs for converting to direct PG&E service buildings/structures and/or locations that serve as common areas for the MHP's residents and which currently receive utility service from the MHP's master-metered natural gas system.

For common areas that are approved at the discretion of the SED, consistent with existing requirements for PG&E to safely and efficiently connect its service facilities with its natural gas main pipeline facilities, PG&E will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to the PG&E mainline facilities. Moreover, the selected location shall be as close as practicable to the existing service delivery point(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations.

Beyond-the-Meter expenditures shall not include costs relating to any modification or retrofit of the Mobilehome, cost associated with service relocations, rearrangements, upgrades, or other service modification(s) by the MHP Owner/Operator and/or by the MHP residents beyond what is being provided by the MHP Program. For expenditures related to common areas, PG&E is not responsible for the installation, modification, and/or permitting of necessary MHP owned gas pipeline facilities, or other non-PG&E owned facilities necessary to accommodate gas riser installations. Moreover, PG&E is not responsible for any beyond-the-meter work necessary to connect the newly established service delivery points to existing delivery points whether such connections are external or internal to the building/structure. The amount eligible for reimbursement will be stated in the MHP Agreement.

### Payment to PG&E

If applicable, any costs associated with planning, engineering and construction for 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 engineering phase to begin.

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### 10. Changes to the Mobilehome/Manufactured Home

Changes or modification to the individual mobilehome, including alteration to the utility connection that may be required to complete the conversion, must be authorized by the registered owner of the mobilehome prior to the alterations being made. Obtaining such authorization is the responsibility of the MHP Owner/Operator. Authorization from a resident who is not also the registered mobilehome owner is not sufficient.

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Sheet 6

# GAS RULE NO. 28 MOBILEHOME PARK UTILITY CONVERSION PROGRAM

### E. INTERACTION WITH OTHER TARIFFS:

#### MHP Residents

Upon conversion, MHP residents will be subject to PG&E's effective Tariffs, which can be found at <a href="https://www.pge.com/tariffs">www.pge.com/tariffs</a>, 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. <u>CARE/FERA Program</u> 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.
- 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 postenrollment 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 <a href="https://www.pge.com/tariffs">www.pge.com/tariffs</a>, with the following exceptions:

a. Gas Rules 15 – Distribution Extension: Because PG&E will design and install the new Distribution Line/Main Extension, at no cost to the MHP Owner/Operator, sections in Gas Rules 15 that cover applicant responsibilities or options are not applicable to MHP Owner/Operator while participating in the MHP Program. This may include, but is not limited to applicants': responsibilities; allowances; contributions or advances; refunds; and design and installation options.

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

Sheet 7

- E. INTERACTION WITH OTHER TARIFFS: (Cont'd)
  - MHP Owner/Operator(s) (Cont'd)
    - Gas Rules 16 Service Extension: Because PG&E will design and install the new Service Extension, at no cost to the MHP Owner/Operator, sections in Gas Rules 16 that cover applicant responsibilities or options are not applicable to MHP Owner/Operators while participating in the MHP Program. This may include, but is not limited to applicants': installation options, allowances and payment.

Because space for metering equipment and its associated working space are very limited in MHPs, the requirements of the Meter Location provision of Gas Rule 16 may be waived by the utility during MHP Program participation. In consultation with the MHP Owner/Operator, all meters and associated metering equipment under the MHP Program shall be located at a protected location in the park as designated and approved by PG&E.

F. **DEFINITIONS and ACRONYMS:** 

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

- 1. MHP AGREEMENT The Mobilehome Park Utility Conversion Agreement (Form 79-1165). (T)
- 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 new 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. Other than aspects related to reimbursement by utilities for the reasonable costs for their initial construction. Beyond-the-Meter facilities are solely the responsibility of the MHP Owner/Operator or the mobilehome owner. The mobilehome exterior line stub outlet will continue to be part of the mobilehome and be the responsibility of the mobilehome owner.

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- 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.
- CPUC's FORM OF INTENT The CPUC's Application for Conversion of Master-Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation (Appendix D of Decision 20-04-004). (T)
- 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.

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Sheet 8

# GAS RULE NO. 28 MOBILEHOME PARK UTILITY CONVERSION PROGRAM

F. DEFINITIONS and ACRONYMS: (Cont'd)

- 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.
- MOBILEHOME PARK See Rule 1.
- 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.
- 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 Safety and Enforcement Division: The SED has safety oversight of electric and communications facilities, natural gas and propane gas systems, railroads, light rail transit systems, and highway/rail crossings, licensing, consumer protection, and safety oversight of motor carriers of passengers, household goods, and water vessels, and regulatory oversight of hot air balloons and some air carriers.
- 13. SERVICE DELIVERY POINT (Gas) Where PG&E's Service Facilities are connected to Applicant's pipe (house line), normally adjacent to the location of the meter.
- 14. TO-THE-METER (Gas) Gas "To-the-Meter" facilities include all gas facilities (e.g. connection fittings, pipe, valves, riser, regulator and meters) including substructures necessary to complete the gas distribution line and service extensions to the Service Delivery Point, and will be owned, maintained and operated by PG&E.
- 15. MHP APPLICATION The joint Utilities' Mobilehome Park Utility Conversion Application (T) (Form 79-1164).

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(T)

ELECTRIC SAMPLE FORM 79-1164

Sheet 1

MOBILEHOME PARK
UTILITY CONVERSION PROGRAM APPLICATION

Please Refer to Attached Sample Form

Date of Issuance:
In accordance with California Public Utilities Commission (CPUC or Commission) Decision (D.)20-04-004 and subject to the requirements of the Mobilehome Park Utility Conversion Program Rule (MHP Rule¹), the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Utility Conversion Program (MHP Program) to replace existing privately owned master-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service to each individual MHP space within the MHP.
MHP Owners/Operators who are receiving this Application previously submitted the CPUC Form of Intent during the open application period. After reviewing the information you submitted, the CPUC's Safety and Enforcement Division (SED) and/or the California Department of Housing and Community Development (HCD) or its local agency designee has pre-selected your MHP to participate in the MHP Program.
The MHP Owner/Operator must designate below each Utility <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 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 HCE

permitted Mobilehome (MH) space. and the eligible MHP common areas based on approval by the Commission's Safety and Enforcement Division (SED). Upon request, the Utility may provide to the MHP a new electric or gas utility service that is not currently being supplied by the Utility, provided that; 1) the Utility offers the requested electric or natural gas service in that territory; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be governed by the existing Distribution and Service Extension Rules in the Utility's Tariff and would not be included in

Electric Service	Natural Gas <u>Service</u>	
	N/A	Bear Valley Electric Service
	N/A	Liberty Utilities (CalPeco Electric)
		Pacific Gas and Electric Company
	N/A	Pacific Power, a Division of PacifiCorp
		San Diego Gas & Electric Company
	N/A	Southern California Edison Company
N/A		Southern California Gas Company

MHP Rule by Utility
Bear Valley Electric Service – Rule 23
Liberty Utilities – Rule 23
Pacific Gas and Electric – Rule 28
Pacific Power – Rule 26

П

the MHP Program.

N/A

San Diego Gas and Electric – Rule 44 Southern California Edison – Rule 27 Southern California Gas – Rule 44 Southwest Gas – Rule 23

Southwest Gas Corporation

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 <u>each</u> of the designated Utilities within the specified timeframes.

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

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

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

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

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



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



Pacific Power 300 S. Main Yreka, CA 96097



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



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



### Pacific Gas and Electric Company

Mobilehome Park Utility Conversion Program 77 Beale St., Mail Code B10B San Francisco, CA 94105-1814



San Diego Gas & Electric Company

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



### Southern California Edison Company

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



#### **Southwest Gas Corporation**

Attn: MHP Program 13471 Mariposa Road Victorville, CA 92392

### 1. MHP Project Information

Mobilehome Park	Name:		
			te:
County:		ZIP	:
Nearest Cross Str	eet:		
HCD Mobilehome	Park Identification	Number:	
Total Number of N	/IHP Spaces Permi	tted by HCD:	as of:
	/IHP Spaces with e	•	ectric service, excluding Recreation Vehicle
Number of MHP S	Spaces Occupied by	y Residents: _	
Number of Unocc	upied MHP Spaces	::	
Number of Recrea	ational Vehicles (R\	/s)³ Spaces: _	
Year MHP was es	tablished:		
Day Phone:			
Cell Phone:			
Fax: ()		_Email Addre	ss:
Mobilehome Unit	Ownership Type		
	n common single pa use shared ownersl		☐ Units on individual parcels☐ Other:
Does the MHP Ov	vner/Operator have	a current and	d valid license to operate a MHP?
□ No	☐ Yes	License N	lumber:
Is the MHP currer condemnation pro		oforceable cor	demnation order and/or to a pending
□ No	☐ Yes		
Is the MHP operat	ted on leased real բ	oroperty?	
□ No	☐ Yes	Number o	f years remaining on land lease:

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

### 2. Business Information

	Legal Name to appear on conti  ☐ Individual	☐ Partnership	☐ Corporation
	☐ Limited Liability Corporation☐ 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:	
C	ontractor hired by the MH	r, the wiff Residents at	ila tile Otility).
a.	Name of MHP Representative:		
a.	Title:		
a.	Title:		
a.	Title:Address:City:	State	ZIP:
a.	Title:Address:City:Day Phone:	State	ZIP:
a.	Title:Address: City: Day Phone: Cell Phone:	State	ZIP:
a.	Title:Address:	State	ZIP:
	Title:Address:	State	ZIP:
	Title:Address:	State	ZIP:
	Title:Address: City: Day Phone: Cell Phone: Fax: Email Address Name of MHP Representative: Title:	State	ZIP:
	Title:	State	ZIP:
	Title:	State State	ZIP:
	Title:	State	ZIP:
	Title:	State State	ZIP:

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

a.

b.

Electric Service:		
Electric Service Prov	ider:	
Name as it appears of	on bill:	
Type of Service:	☐ Electric Overhead Service	☐ Electric Underground Service
	☐ Other:	
	ase electricity through a third party vice Provider [ESP])?	y (e.g., Community Choice Aggregator
□ No	☐ Yes, Provider Name: _	
	I dwelling units within the MHP tha Inder current qualifying Mobilehom	at currently ne rate schedule:
Current Electric	Service Account Number	Current Rate Schedule
To list additional acco	ounts use Attachment "B"	
Gas Service (if appl	icable):	
Name of Gas Service	e Provider:	
Name as it appears of	on bill:	
Type of Service:	☐ No Gas Service available a	at MHP (Electric only)
	☐ Natural Gas System	
	☐ Propane System (Centraliz	ed tank with MHP distribution system)
	☐ Propane System (at each N	Mobilehome)
	☐ Other:	
Does the MHP purch	ase gas through a third party (e.g.	, Core Transport Agent [CTA])?
□ No	☐ Yes, Provider Name: _	
	I dwelling units within the MHP tha inder current qualifying Mobilehom	

	Current Gas S	Service Account Number	Current Rate Schedule				
			<del></del>				
	-						
	To list additional acc	ounts use Attachment "E	<u> </u>				
c.	Telephone Service	(if applicable):					
٠.	-						
			e Service				
d.	Cable/Satellite Serv	vice (if applicable):					
		Name of Cable/ Satellite Service Provider:  Name as it appears on bill:					
	Type of Service:	·	Service  Underground Cable Service				
	31		ble/Satellite/Phone Service				
Сι	ırrent Energy Me	tering Arrangemen	t				
	<u>Electric</u>		<u>Gas</u>				
		o-Meter Electric leter, no Sub-Meter	<ul><li>☐ Master Meter/Sub-Meter Gas</li><li>☐ Master Gas Meter, no Sub-Meter</li><li>☐ Other:</li></ul>				
Er	ergy Usage/Load	d Information					
a.	Electric Load Inform	<u>mation</u>					
	1) Typical MHP Sp	oace					
	Existing MHP Sp	pace Main Switch Size Service Termination Enc	elosure)Amps				

5.

6.

Common Use Area	mmon Use Area					
Common Use Area Electric	Service: # <u>1</u> [	Description:				
Voltage:	Phase:	Mai	in Size:			
☐ Lift Station (	<u>HP</u> )	☐ MHP Office	(KW			
☐ Street Lights (	KW)	☐ Swimming Pool	(KW			
☐ Club House (	KW)	☐ Area Lighting	(KW			
☐ Sprinkler/Irrigation (	Controls (must be me	tered) 🛘 Park Site	(KW			
☐ Others			_(KW			
Common Use Area Electric	Service: # <u>2</u> [	Description:				
Voltage:	Phase:	Mai	in Size:			
☐ Lift Station (	HP)	☐ MHP Office	(KW			
☐ Street Lights (	KW)	☐ Swimming Pool	(KW			
☐ Club House (	KW)	Area Lighting	(KW			
☐ Sprinkler/Irrigation (	Controls (must be me	tered) 🛘 Park Site	(KW			
☐ Others			_(KW			
Streetlighting						
☐ Streetlights to be serve	d under general servi	ce rates with common us	e areas			
	light rate schedule as mp type that can be fo	approved by the Utility. bund in the MHP in the a	Please provide the			
Lamp Type: # 1 ☐ High Pressure Sodi ☐ Mercury Vapor ☐ Incandescent ☐ Other	ium Vapor □	Low Pressure Sodium \ Metal Halide LED	√apor			
Watts per lamp:	Number	of lamps/fixtures:				
Additional Lamps Type Attachment "B"	<u>s</u> – If the MHP has ac	dditional streetlight lamp	types, use			
How are streetlights curren  Served directly from  Served from MH su	n Master meter accou b-meter, or MH pedes					

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

4)	<b>Self-Generation</b> – Is there currently any self-generation) equipment servicing the common and	
	☐ Yes (Size of system KW)	) 🗆 No
5)	Electric Vehicle Charging Station – Is there of Station located at the MHP that is available for a	
	☐ Yes (Charger size kW)	□ No
<u>Na</u>	tural Gas Load Information (if applicable)	
	tural Gas Load Information: Natural gas will be delivery pressure per Rule 2.	elivered at the Utilities standard service
gra opi sei	quests for elevated service delivery pressure requanted, elevated service delivery pressure may be erational needs. Special Facilities and cost-of-ow rvice delivery pressure. For further information, colle 2. (MBtu/h = 1,000 Btu/h)	reduced at any time due to the Utility nership charges may apply for elevated
1)	Mobilehome Gas Appliances:	
	Gas will be provided to individual Mobilehomes residential service per Rule 2.	at the Utility's standard delivery pressure for
2)	Common Use Area	
	Common Use Area Gas Service: #1 Desc	cription:
	Gas Service Delivery Pressure Requested:	☐ Standard delivery pressure ☐ Other (psig)
	Gas appliances that can be found in commo	on use areas: (check all that applies)
	☐ Water Heater- Btu rating:	
	Common Use Area Gas Service: #2 Desc Gas Service Delivery Pressure Requested:	cription:
	☐ Gas Range - Btu rating:	□ Pool/Spa Heater- Btu rating:     □ Furnace- Btu rating:     □ Outdoor Gas Heaters     Btu rating:
	Additional Common Use Area Service - For requests use the "Natural Gas Common Us	

b.

#### 7. Additional Documentation

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

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

#### 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 at minimum contain a preliminary sketch of proposed service locations developed by the Utility using the information provided by the MHP Owner/Operator with this Application.

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

#### 9. Application Deadline

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

#### 10. Next Steps

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

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

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

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

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

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

#### 11. Cancellation of MHP Application

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

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

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

### 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 is the distributor of utility service within the MHP, as described above, and that the MHP Owner/Operator has the authority to discontinue utility service within the MHP as required by the MHP Program. I also certify that I am supplying all of the documentation required under this Application, if available. I have read and agree with the provisions and my responsibilities under the MHP Rule and this Application, including Attachments.

Name of Mobilehome Park	Signature
	<b>G</b>
Name of Owner/Operator	Type/Print Name
Name of Owner/Operator	Type/Tillit Name
Date	Title

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

### Attachment A - Additional Documentations

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

	Not <u>Available</u>	Being <u>Provided</u>	<u>Documents</u>
			List of Registered Homeowners and Residents: A complete list of current residents for each mobilehome/manufactured housing unit on the lot within the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information should be provided to the Utilities. If all of the necessary resident contact information cannot be provided, the MHP Owner/Operator must, at a minimum, provide a list of addresses for the residents of the MHP and the name and mailing addresses of the registered owners for each mobilehome/manufactured housing unit on a lot within the MHP. This information will be used for outreach and notification efforts during the project. If a complete list of resident and registered owner contact information is not provided with the MHP Application, the information must be provided with the submittal of the MHP Agreement.
			<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(s).
			Single Line Diagram: For facilities with Self-Generation provide a single line diagram(s) showing the location of the generation and how it is currently connected to the MHP electrical system.
			Additional Infrastructure: Detailed substructure engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the park, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.
			Site Plan: Detailed 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.
			<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			

### Attachment B – Additional Information

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

		Electric Service Account Information						
		Natural Gas Service Account Information						
	☐ Electric Common Use Area Services Information							
		Streetlight Lamp Type						
		Gas Common Use Area Services Informatio	n					
1.	Elec	tric Service Account Information:						
		e list any additional Electric Service Accounts Nu led in Section 4.a. of this MHP Application.	ımbers o	currently serving the MHP that is not				
	=	Current Electric Service Account Number		Current Rate Schedule				
	_							
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### Attachment B – Additional Information

#### 2. Natural Gas Service Account Information:

Please list any additional Natural Gas Service Accounts Numbers currently serving the MHP that is not provided in Section 4.b. of this MHP Application.

Current Gas Service Account Number	Current Rate Schedule
	_
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	_
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	-
	_
	_
	_
	_
	_
	-
	_
_	_
	_
	_
	_

### 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 MHP Application

Additional Common Use Area Service - Provide additional sheet as necessary

Common Use Area Electric Serv	vice: # Description:_			
Voltage:	Phase:	 Main Size:		
☐ Lift Station (		MHP Office	(	KW)
☐ Street Lights (	KW)	Swimming Pool	(	KW)
☐ Club House (		Area Lighting	(	KW)
☐ Sprinkler/Irrigation Contr		Park Site	(	KW)
□ Others			_ (	KW)
Common Use Area Electric Serv	vice: # Description:_			
Voltage:	Phase:	Main Size:		
☐ Lift Station (	HP)	MHP Office	(	
☐ Street Lights (	KW)	Swimming Pool	(	KW)
☐ Club House (		Area Lighting	(	KW)
☐ Sprinkler/Irrigation Contr	ols (must be metered)	Park Site	(	KW)
□ Others			_ (	KW)
Common Use Area Electric Serv	vice: # Description:_			
Voltage:	•			
☐ Lift Station (			(	
☐ Street Lights (		Swimming Pool		
☐ Club House (		Area Lighting		
☐ Sprinkler/Irrigation Contr			(	KW)
□ Others	· ,		(	KW)
0	. "			
Common Use Area Electric Serv				
Voltage:				
☐ Lift Station (	•	MHP Office		KW)
☐ Street Lights (		Swimming Pool	-	•
☐ Club House (		Area Lighting	(	-
☐ Sprinkler/Irrigation Contr	,	Park Site		,
☐ Others			_ (	KW)

### 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  ☐ Mercury Vapor  ☐ Incandescent  ☐ Other	☐ Low Pressure Sodium Vapor☐ Metal Halide☐ LED☐
	Number of lamps/fixtures:
Lamp Type:#  ☐ High Pressure Sodium Vapor ☐ Mercury Vapor ☐ Incandescent ☐ Other	☐ Low Pressure Sodium Vapor ☐ Metal Halide ☐ LED
Watts per lamp:	Number of lamps/fixtures:
Lamp Type:# ☐ High Pressure Sodium Vapor ☐ Mercury Vapor ☐ Incandescent ☐ Other	<ul><li>□ Low Pressure Sodium Vapor</li><li>□ Metal Halide</li><li>□ LED</li></ul>
	Number of lamps/fixtures:
Lamp Type:# High Pressure Sodium Vapor   ☐ Mercury Vapor   ☐ Incandescent   ☐ Other	<ul><li>□ Low Pressure Sodium Vapor</li><li>□ Metal Halide</li><li>□ LED</li></ul>
Watts per lamp:	Number of lamps/fixtures:
Lamp Type:# High Pressure Sodium Vapor   ☐ Mercury Vapor   ☐ Incandescent   ☐ Other	☐ Low Pressure Sodium Vapor ☐ Metal Halide ☐ LED
Watts per lamp:	Number of lamps/fixtures:

### 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 MHP Application

Provide additional sheet as necessary				
Common Use Area Gas Service: # Description: _				
Gas Service Delivery Pressure Requested:	☐ ½ psig ☐ Other (psig)			
☐ Gas Range - Btu rating:	☐ Laundry Dryer- Btu rating:			
□ Water Heater- Btu rating:	_			
☐ Gas Oven- Btu rating:	_ □ Furnace- Btu rating: □ Outdoor Gas Heaters			
Btu rating:				
☐ Other gas loads				
Btu rating:				
Common Use Area Gas Service: # Description: _				
Gas Service Delivery Pressure Requested:	☐ 1/4 psig ☐ Other (psig)			
☐ Gas Range - Btu rating:	☐ Laundry Dryer- Btu rating:			
□ Water Heater- Btu rating:	□ Pool/Spa Heater- Btu rating:			
☐ Gas Oven- Btu rating: ☐ On-Demand Water Heater	_ □ Furnace- Btu rating: □ Outdoor Gas Heaters			
Btu rating:				
☐ Other gas loads				
Btu rating:				
Common Use Area Gas Service: # Description: _				
Gas Service Delivery Pressure Requested:	☐ ½ psig ☐ Other (psig)			
☐ Gas Range - Btu rating:	☐ Laundry Dryer- Btu rating:			
□ Water Heater- Btu rating:	□ Pool/Spa Heater- Btu rating:			
☐ Gas Oven- Btu rating: ☐ On-Demand Water Heater	_			
Btu rating:				
□ Other gas loads				
Btu rating:				
Common Use Area Gas Service: # Description: _				
Gas Service Delivery Pressure Requested:	☐ ¼ psig ☐ Other (psig)			
☐ Gas Range - Btu rating:	☐ Laundry Dryer- Btu rating:			
☐ Water Heater- Btu rating:	□ Pool/Spa Heater- Btu rating:			
☐ Gas Oven- Btu rating:	☐ Furnace- Btu rating:			
☐ On-Demand Water Heater Btu rating:	☐ Outdoor Gas Heaters Btu rating:			
□ Other gas loads				
Btu rating:				



Revised Cancelling Original

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

47076-E 34570-E

Sheet 1

## ELECTRIC SAMPLE FORM 79-1165 MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

(T)

Please Refer to Attached Sample Form



entered in Owner/O state of _ Company of Califor	pilehome Park Utility Conversion Program Agreement ("Agreement") is made and nto by and between ("MHP operator"), a organized and existing under the laws of the, and the Utility, "Pacific Gas and Electric y" ("PG&E" or "Utility"), a corporation organized and existing under the laws of the state rnia. MHP Owner/Operator and PG&E may be individually referred to as a "Party" and ely as the "Parties."
	RECITALS
Commiss metered	AS, PG&E offers a ten-year program under the direction of the California Public Utilities sion ("CPUC" or "Commission") pursuant to Decision 20-04-004 whereby master-Mobilehome Parks ("MHP") may elect to convert to direct utility service, with eligible "To-the-Meter" and "Beyond-the-Meter" work to be borne by PG&E (MHP Program).
	AS, MHP Owner/Operator desires to convert the master-metered system(s) in its MHP service from PG&E under the MHP Program.
In accord	lance with the foregoing premises, the Parties agree as follows:
1. Gene	eral 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 owned and operated electric and/or natural gas distribution system servicing the MHP to direct PG&E electric and/or gas distribution and service, including all HCD permitted Mobilehome Spaces (MH-Space), eligible 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 Utilities Commission (CPUC or Commission's) "Form of Intent" and the MHP Application (Form 79-1164), and continue to be bound by the terms set forth in those documents.



- 1.3. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of occupied residential MH-Spaces permitted by the California Department of Housing and Community Development or its designed agency, within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MH-Space permitted by the California Department of Housing and Community Development or its designed agency, that are designated on the MHP Application that are currently able to receive electric and/or gas service from the existing master-metered system (Legacy System)
- 1.4. The MHP Owner/Operator must provide the following documents with the MHP Agreement pursuant to MHP Program criteria in MHP Rules: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) if the MHP is operated on leased real property, proof that the land lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utilities; and (3) declaration under penalty of perjury/affirmation that the MHP is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).
- 1.5. This Agreement Commission conforms to (D.)20-04-004 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) calendar days to sign and submit the Agreement to PG&E.
- 3.2. If requested by either party, a post engineering meeting can be requested prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the Contractor's bid to perform the "Beyond-the-Meter" work. PG&E and the Commission encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. PG&E reserves the right to withdraw the MHP space approval for the MHP, and may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs as specified in Section 10 of this Agreement.
- 3.3. Agreements and documents shall be mailed to:

Mobilehome Park Utility 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 the "Beyond-the-Meter" work at the MHP and shall consult and coordinate with PG&E on such selection. The MHP Owner/Operator shall provide in Attachment B, multiple bids (where applicable at least three) from contractors for proposed "Beyond-the-Meter" work during the time frames specified by PG&E.
- 4.2. If PG&E and the MHP Owner/Operator fail to agree upon the qualifications of the contractor selected to perform "Beyond-the-Meter" work, the CPUC's Safety and Enforcement Division (SED) will be consulted to resolved the dispute.
- 4.3. The Contractor shall be selected based on the "most cost-effective option". PG&E reserves the right to review the reasonableness of bids for "Beyond-the-Meter" work that are received by the MHP Owner/Operator. PG&E and the CPUC encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).
- 4.4. The MHP Owner/Operator understands and agrees that neither PG&E's consultation and coordination with the MHP Owner/Operator regarding the selection of a Contractor, nor its review of bids or other pricing terms, constitutes an endorsement by PG&E of said Contractor or its work. Further, the MHP Owner/Operator understands and agrees that PG&E makes no guarantee or warranty, either



expressed or implied, with respect to the Contractor's work. The MHP Owner/Operator understands and agrees that PG&E will not be liable for any claims related to "Beyond-the-Meter" facilities, including but not limited to claims related to the planning, design, construction and/or maintenance of such facilities, and the MHP Owner/Operator agrees to indemnify, defend and hold harmless PG&E and its officers, directors, employees and/or agents from and against any such claims.

#### 5. MHP Owner/Operator Responsibilities

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

#### 5.2. Easements

- 5.2.1. The MHP Owner/Operator shall provide or assist in obtaining rights-of-ways or easement as required by the Utility's Distribution and Service Extension Rules (Rule 15 & 16) and (D.) 20-04-004.
- 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 PG&E.
- 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, potential cultural sites, potential environmental issues, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; the extent of established lines and levels. MHP Owner/Operators who fail to disclose potential issues during the design phase risk removal from the program by PG&E.
- 5.5.2. MHP Owner/Operator will at all times own and is responsible for the "Beyond-the-Meter" utility service facilities.
- 5.5.3. Requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program can be made by the MHP Owner/Operator and such modifications and additional incremental costs, will be the sole responsibility of the MHP Owner/Operator. Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rule and Regulations. PG&E will process such requests under current applicable tariffs. Such requests for "Tothe-Meter" services may require a separate service extension contract and shall be done in accordance with the effective service extension tariff. To the extent not covered by separate contract, costs for such requests are shown in Attachments C, D and E, attached hereto and incorporated herein. All costs not covered by the MHP Program must be paid in full to PG&E prior to or with the submittal of the MHP Agreement in order for the construction phase to begin.
  - 5.5.3.1. The MHP Owner/Operator, or its representative, is responsible to collect any and all fees associated with "To-the-Meter" service modifications that are not covered by the MHP Program that were requested on behalf of the MH-Owner and due to PG&E under the current Rules and Tariffs and forward those payments to the appropriate Utility.
  - 5.5.3.2. "Beyond-the-Meter" service modifications that are not covered by the MHP Program, including installation costs that exceed the most cost-effective option (e.g. alternate routes or below ground installations), will not be eligible for reimbursement from PG&E.



- 5.5.3.3. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order that may require redesign and/or re-engineering. Additional redesigned and/or re-engineered costs will not be eligible for reimbursement from PG&E and will be the sole responsibility of the requesting party.
- 5.5.4. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by PG&E and/or the contractor. Temporary facilities may include, but is not limited to, storage sheds, decks, awning, car ports, or any facility that is not normally provided by the MHP. Relocation or removal of such items will not be eligible for reimbursement from PG&E.
- 5.5.5. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the park's common area, such as the office, clubhouse, laundry facilities, streetlights, etc., and their associated "Beyond-the-Meter" facilities. Utility meters will be installed to serve these facilities. MHP Owner/Operator will be responsible payment of Utility bills associated with such meters. Additional facilities that may be requested (e.g. streetlight fixtures) and associated energy charges for the common area facilities will be based on the applicable tariff and will not be eligible for reimbursement from PG&E.

#### 5.6. Existing Distribution System (Legacy System)

- 5.6.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submeter system ("Legacy System") and continue to provide utility service to the MHP residents until cutover to the new direct PG&E service system. At all times, the Legacy System will remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (if required), decommissioning and any environmental remediation.
- 5.6.2. If the MHP has an existing propane gas distribution system, PG&E will, upon request, replace it with a natural gas distribution system, provided that; 1) the Utility offers natural gas service and the MHP is located within the franchise area that the Utility serves; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be replaced under the Utility's existing Distribution and Service Extension Rules (Rule 15 & 16) and would not qualify under the MHP Program.

#### 5.7. Permits

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



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

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

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

#### 5.8. <u>Environmental, Endangered Species and Cultural Resources Review</u>

- 5.8.1. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues, and the costs associated with those efforts, are the sole responsibility of MHP Owner/Operator and must be addressed as required by the agency with jurisdictional authority. No utility shall assume any remediation responsibility and utility ratepayers shall bear no costs associated with any required remediation.
- 5.8.2. Any environmental, endangered species and cultural resources issues that are identified during the conversion will result in the immediate suspension of work at the MHP. The MHP Owner/Operator shall resolve these issues prior to work resuming at the MHP. MHP Owner/Operator may be granted additional time by PG&E to resolve environmental, endangered species and cultural resources issues prior to completing the conversion, however, such time will not exceed the period of the MHP Program, unless approved by the CPUC.

#### 5.9. Outreach and Education

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



- 5.9.2. All costs associated with the MHP Representative in performing the duties associated with the Program will be the responsibility of the MHP Owner/Operator and will not be reimbursable from the MHP Program.
- 5.9.3. The MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Program that are intended for the MHP residents. The MHP Representative shall distribute the information to the residents in a timely manner in accordance to MHP's Rules and Regulations
- 5.9.4. The MHP Owner/Operator must allow PG&E to directly contact the MHP residents during the project regarding the MHP Program, account setup and other utility programs. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MH residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement (Attachment A). The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information.
- 5.9.5. The MHP Representative shall ensure that its contractor works with PG&E and keeps the MHP residents informed of the status of the "Beyond-the-Meter" work. Communications will include notices such as temporary outages, detours or street closures. The MHP Representative will also ensure that such notices will remain consistent with PG&E communications and be distributed in a timely manner.

#### 5.10. Construction

- 5.10.1. Construction of the conversion project may commence after compliance with Section D.3.b of the MHP Rules.
- 5.10.2. The MHP Owner/Operator shall work cooperatively with PG&E to resolve construction issues that may arise during the project, such as providing an acceptable site for storage of PG&E's construction materials and equipment during the project.

#### 5.11. <u>Cutover / Completion of Conversion</u>

- 5.11.1. Prior to cutover, all jurisdictional authorities must inspect and approve installation of the "Beyond-the-Meter" work.
- 5.11.2. Cutover cannot occur until PG&E is satisfied that 24 hour access is available to all utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a utility approved locking device with a utility keyway.



Where electronic gates may be involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller.

- 5.11.3. The MHP Owner/Operator is responsible for discontinuing MHP utility service to all qualifying MH-spaces no later than 90 days after PG&E is ready to cutover all qualifying MH-spaces to direct Utility service.
- 5.11.4. If requested by PG&E, the MHP Owner/Operator shall require Contractor to be available perform joint cutover with PG&E for the individual services within the MHP.
- 5.11.5. If requested by the Utility, the MHP Owner/Operator shall have their Contractor purge the gas legacy master-meter system of unpressurized gas to ensure safety of the disconnected gas system.

#### 6. Utility's Responsibilities

#### 6.1. Engineering and Planning

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

To the extent possible, PG&E will design and install the new distribution and service system up to the Service Delivery Point on a "like for like" basis to the existing system. For example, an existing 200 ampere overhead electric service will be replaced with a 200 ampere overhead electric service. If both electric and gas are requested to be replaced and electric service is provided overhead, PG&E will have the option to offer underground electric service if it is cost effective to do so. If gas service is located above ground, PG&E will underground the gas service as well as the electric service, if present.

- 6.1.2. PG&E will prepare a preliminary design package for the new electric and/or gas system and prepare all necessary land rights documents.
- 6.1.3. PG&E will consult with the MHP Owner/Operator to identify the location of each electric and/or gas meter and any protection required for the metering service equipment. PG&E will have the final approval of the location of the meter.
- 6.1.4. PG&E will include with the MHP Program additional reasonable services for common use areas at the discretion of the Commission Safety Enforcement Division 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. Such requests may be made by the MHP Owner or the individual MHP residents, and such upgrades and additional incremental costs will be the sole responsibility of the requesting party.
- 6.1.7. If applicable, PG&E will design and install a natural gas service line at each individual MH-Space to deliver sufficient volume at PG&E's standard delivery.
- 6.1.8. Vacant MH-Spaces will receive a stub to the location of the future "Service Delivery Point" during the MHP Program. When a previously vacant space becomes occupied subsequent to cutover, a line extension contract will be required to extend service per normal line extension rules (Rule 16).

#### 6.2. Permits

- 6.2.1. PG&E will acquire routine, ministerial construction permits, such as encroachment permits necessary for trenching within public rights-of-way.
- 6.2.2. PG&E will review all permits prior to construction. No work will be performed by PG&E or the Contractor under the MHP Program until the MHP's Owner/Operator and/or PG&E obtains the required permits.

#### 6.3. Environmental and Cultural Resources Review

6.3.1. PG&E shall conduct a "desktop" environmental, endangered species and cultural resources review of the proposed work at the MHP. If such review indicates any environmental, endangered species and cultural resources issues, PG&E will immediately suspend of work at the MHP. PG&E will not resume work until it has received authorization from appropriate experts and/or agency with jurisdictional authority. PG&E 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. PG&E may commence conversion after compliance with Rule 28, D.3.b. 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. <u>Cutover / Completion of Project</u>

- 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.
- 6.6.4. PG&E or its Contractor shall purge the gas Legacy System of unpressurized gas to ensure safety of the disconnected system.

### 7. Safety

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



- comply with safety precautions required by PG&E may result in termination of the Agreement for cause.
- 7.4. Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to PG&E, MHP Owner/Operator, contractors, subcontractors, MHP residents, and/or the general public. Upon notice, the responsible party shall investigate the potential safety hazard, and if necessary, take actions to remedy the situation.
- 7.5. The MHP Owner/Operator shall be responsible for notifying local emergency services, if required, about pending road closures or detours that may affect life safety and services to the MHP and MHP residents.

### 8. Delay and Suspension of Work

- 8.1. Suspension of Work by PG&E: PG&E reserves the right to suspend the work under the MHP Utility 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 PG&E's schedule. If possible, PG&E will coordinate and assist contractor in reducing the delay.
- 8.3. Delays by MHP Owner/Operator: No additional compensation or other concessions will be allowed to the MHP Owner/Operator for expenses resulting from delays for which MHP Owner/Operator is responsible. If, in PG&E's opinion, the delay is sufficient to prevent MHP Owner/Operator's compliance with the specified schedule, MHP Owner/Operator shall accelerate the work by overtime or other means, at MHP Owner/Operator's expense, to assure completion on schedule.

### 9. Termination

- 9.1. Either Party may, at its option, terminate upon 30 day written notice to the other Party.
  - 9.1.1. PG&E may cancel or suspend this Agreement for, but not limited to, the following situations:
    - 9.1.1.1. The failure, refusal or inability of the MHP Owner/Operator to perform the work in accordance with this Agreement for any reason (except for those reasons that are beyond MHP Owner/Operator's control) after receiving notice from PG&E and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at PG&E's option, safety or security violations may result in immediate termination; or
    - 9.1.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate its responsibilities under this Agreement within six (6) months of the execution of this Agreement; or



- 9.1.1.3. The failure or inability of the MHP Owner/Operator to complete the work and be ready to receive service from PG&E within twelve (12) months of the execution of this Agreement; or
- 9.1.1.4. A legal action is placed against the MHP Owner/Operator which, in PG&E's opinion, may interfere with the performance of the conversion.
- 9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:
  - 9.1.2.1. Reimburse PG&E for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual MH-Space or common area. PG&E's costs may include, but is not limited to, "To-the-Meter" labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work; and
  - 9.1.2.2. Not be eligible for reimbursement for any "Beyond-the-Meter" work that did not result in a direct PG&E service of an individual MH-Space; and
  - 9.1.2.3. Repay in full to PG&E 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 at the discretion of the Commission Safety and Enforcement Division for common use areas within the MHP that will be served under commercial rate schedules are eligible for inclusion in the MHP Utility Conversion Program and will not provide "Beyond-the-Meter" reimbursements for these common area services. PG&E will not provide the service panel.
- 10.4. PG&E will reimburse the MHP Owner/Operator based on the invoice for the "Beyond-the-Meter" to be performed by the contractor. The amount that is eligible for reimbursement for the "Beyond-the-Meter" work shall not exceed the "Cost Covered by the MHP Program" amount listed on Attachment C, without prior written approval from PG&E. PG&E will review all invoices received for the "Beyond-the-Meter" work by the contractor and will reimburse the MHP Owner/Operator for all prudently occurred and reasonable construction expenditures. The MHP Program will not cover or reimburse costs for any modification or retrofit of the mobilehome or manufactured home.
- 10.5. As soon as practicable and after any jurisdictional authorities have inspected and approved operation of the "Beyond-the-Meter" work, the MHP Owner/Operator may submit invoices to PG&E for "Beyond-the-Meter" work. Invoices submitted shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MH-Space compared to the total number of eligible MH-Spaces at the MHP. The final reimbursement for the "Beyond-the-Meter" work will be paid to the MHP Owner/Operator after the final cutover has been completed and the entire MHP has been converted to direct PG&E service.
- 10.6. Invoices shall include a listing of MH-Spaces that completed the service conversion, and an itemized list and costs for equipment, materials, and labor for "Beyond-the-Meter" facilities that are both covered and not covered by the MHP Program.

#### 11. Nondisclosure

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



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

#### 12. Indemnification

- 12.1. MHP Owner/Operator shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, MHP Owner/Operator, Contractor or Subcontractor; injury to property of PG&E, MHP Owner/Operator, Contractor, Subcontractor, or a third party, or to natural resources. or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with MHP Owner/Operator performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims. demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active gross negligence or willful misconduct of PG&E, its officers. agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless PG&E from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which PG&E shall have no liability. A utility shall have no liability for the MHP master-metered system (referred to as legacy systems), or the "Beyond-the-Meter" infrastructure installed during conversion, and the MHP owner will hold harmless, defend and indemnify PG&E from all causes of action or claims arising from or related to these systems.
- 12.2. MHP Owner/Operator acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.
- 12.3. MHP Owner/Operator shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. MHP Owner/Operator shall pay all costs



that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

### 13. Compliance with Laws and Regulations

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

### 14. Governing Law

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

### 15. Entire Agreement

This Agreement consists of, in its entirety, Mobilehome Park Utility 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



# MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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

#### 18. Not a Joint Venture

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

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

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



# MOBILEHOME PARK UTILITY 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 Utility Conversion Program:

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

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

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

#### B. Declaration of Non-Condemnation

In accordance with CPUC Decision (D.) 20-04- and Electric Rule 28, all MHP participating in th affirm that the Mobilehome Park is not subject t pending condemnation proceedings.	ne MHP Utility Conversion Program must
I,	of the MHP Owner/Operator and declare that
Name of Mobilehome Park	Authorized Signature
Company Name of Owner/Operator	Print Name
Date	Title



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

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

In all instances, the work performed by the contractor must meet PG&E's current standards as specified in the Utility's Electric and/or Gas Service Requirement manual and have approval from applicable governing inspection authority(ies).

Contractor Name:	
State Contractor License #:	
Contact Person:	
Title:	
Address:	
City:	
Day Phone:	
Cell Phone:	
Fax:	
Email Address	
Total Estimated Cost to Perform all "Beywork for the MHP (See Attachments C)	



# MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT Attachment B Contractor Selection

#### Secondary Contractor (if required)

•	Contractor Name:	
	State Contractor License #:	
	Contact Person:	
	Title:	
	Address:	
	City:	
	Day Phone:	
	Cell Phone:	
	Fax:	
	Email Address	
	Total Estimated Cost to Perform all "Beyowork for the MHP (See Attachments C)	



# MOBILEHOME PARK <u>UTILITY CONVERSION PROGRAM</u> <u>AGREEMENT</u> Attachment C

**Estimated Costs for MHP Project** 

MHP Owner/Operator:
Project Name:
Address:
In accordance with California Public Utilities Commission (CPUC) Decision (D.) 20-04-004, and subject t

the requirements of Gas and Electric Rule 28, PG&E is offering the Mobilehome Park Utility 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 C.-1 Illustrate the financially responsible party for the "To-the-Meter" and "Beyond-the-Meter" services under the MHP Program

	Facilities an	o-the-Meter d Equipment PG&E IlyResponsi	t in stalled by	Facilities and	ond-the-Med Equipment Contractor Ily Respons	tinstalled by
Table C-1	Covered by MHP Program	MHP Owner/ Operator	Requesting MH Owner	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting MH Owner
Service to Individual MH-Spaces	Х			х		
Service to Common Use Areas	X				x	
Incremental Service Modifications to the Individual MH-Spaces > 100 amperes where the MHP lots are owned by the resident residing on the lot			X			x
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space in where the lots are not owned by the resident residing on the lot (leased or rented spaces)		x			X	



# MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT 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
to, trenching, back		\$	
conduits and subsi facilities required t distribution and se	on of cables, mers, SmartMeters™, tructures, and other o complete the rvice line extensions or rearrangements alf of the MHP	\$ .	
to, installation of gameters, and other complete the distriextensions [Services]	quested on behalf of Residents not	\$ .	
Other – Includes, k easement estimate network upgrade, a associated with the	and other cost	\$	
PG&E's Total Estimat Project Costs Not Co Program		\$ \$	

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



# MOBILEHOME PARK UTILITY 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)

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

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



# MOBILEHOME PARK PILOT SERVICES <u>UTILITY CONVERSION PROGRAM</u> <u>AGREEMENT</u>

# Attachment D – Costs That The MHP Resident is Responsible for that is Not Covered Under The MHP

MHP Ov	ner/Operator:	
Project I	Jame:	
Address		_
Program Agreeme under Po services under th modifica resident	ice modifications and associated costs beyond what is being as described in Gas Rule No. 28 and the Mobilehome Park ent will be the responsibility of the requesting party. These medaE's current applicable Tariffs. Request for additional commentation and provided by the MHP Program, but approved by a guidance of the Utilities' Rules for Service Relocation and Fisions and relocations for MH-Spaces in a MHP where the lots residing on the lot (leased or rented spaces), must be requestility of the MHP Owner/Operator.	Utility Conversion Program odifications will be handled non use area meters and PG&E, will be designed Rearrangement. Service are not owned by the
resident this shee	wing service modifications have been requested by the MHF (s) (If Job Estimate includes an itemized breakdown of costs, it.)  Amount Due by MHP Owner/Operator for Service Modification and	it may be substituted for
	rogram	aror services not covered by
1.	Amount Due from MHP Owner/Operator to PG&E	
	<ul> <li>Amount due to PG&amp;E for "To-the-Meter" work not covered by the MHP Program.</li> </ul>	\$
	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.	\$
	<ul> <li>Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas</li> </ul>	\$



# MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

#### Attachment D -

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

modification	s as necessary). If Jo		
		s Not Covered By the MHP Program	
Location	Responsible Party	Requested Service Modification	Estimate Cost
"В	eyond-the-Meter" Co	osts Not Covered By the MHP Program	
Location	Responsible Party	Requested Service Modification	Estimate Cost



# MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT Attachment E –

# Costs That The MH-Owner is Responsible for that is Not Covered Under The MHP Program

MHP Owner/Operator:		
Project Name:		
Address:		
housing unit directly to the l the lot and as permitted by t associated costs, would be under PG&E's current appli	cation may be made by the owner of the modulities, where the MHP lots are owned by the MHP's Rules and Regulations. These is the responsibility of the requesting MH response cable Tariffs. All other requests for serviced by the MHP Program must be nented in Attachment D.	the resident residing on modifications, and sident and will be handled e entrance relocations,
modifications that were requ	is responsible to collect any and all fees as uested on behalf of the MH residents wher those payments to PG&E with this Agreer	e the MHP lots are owned
	H Residents where the MHP lots are owned door services not covered by the Program	ed by the resident for
1. Amount Due from	MH Residents to PG&E	
	o PG&E for "To-the-Meter" work not ne MHP Program.	\$
2. Amount Due from	MH Residents to the Contractor	
	o the Contractor for "Beyond-the-Meter" fications, Relocation and Rearrangement f lents.	or \$
Total Owned by M	IH Residents for the MHP Program	\$



# MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT Attachment E –

# Costs That The MH-Owner is Responsible for that is Not Covered Under The MHP Program

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

		Not Covered By the MHP Program	
Location	Responsible Party	Requested Service Modification	Estimate Cost
	Beyond-the-Meter" Co	sts Not Covered By the MHP Program	Estimate
Location	Party	Requested Service Modification	Cost

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

47077-E 44013-E

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(T)

Sheet 1

### ELECTRIC PRELIMINARY STATEMENT PART GH MOBILE HOME PARK BALANCING ACCOUNT - ELECTRIC

GH. MOBILE HOME PARK BALANCING ACCOUNT - ELECTRIC (N	MHPBA-E)
--	----------

- PURPOSE: The purpose of the Mobile Home Park Balancing Account Electric (MHPBA-E) is to record and recover the actual incurred costs of implementing the voluntary program to convert the electric master-meter/submeter service at mobile home parks and manufactured housing communities to direct service by PG&E, pursuant to Decision (D.) 14-03-021. The costs associated with the accounting entries in the MHPBA-E shall include incremental incurred expenses and both "to-the-meter" and "beyond-the-meter" (T)costs. Pursuant to Ordering Paragraph (OP) 8, the incurred expenses shall be entered into program balancing account for recovery in the first year following cut over of service subject to reasonableness review. Actual construction costs for each MHP conversion shall be entered into a balancing account and recovered in the year immediately following service cut over for that MHP. Reasonableness review of "to-the-meter" cost will occur in PG&E's General Rate Case (GRC) proceedings, where these costs are included into the (T)base rates. The review of the "beyond-the-meter" costs will occur in the first GRC after (T)service cut over. This account will remain open and continue to record the ongoing MHP conversion costs and associated revenue requirements related to all completed projects until those projects are included in a GRC revenue requirement. Pursuant to OP 1 (T) D.20-04-004, PG&E is offering Mobilehome Park Utility Conversion Program until the earlier date of December 31, 2030 or the issuance of a Commission Decision for the continuation, expansion or modification of the program. (T)
- 2. APPLICABILITY: The MHPBA-E shall apply to all customer classes, except for those schedules or contracts specifically excluded by the Commission.
- REVISION DATE: Disposition of the balances in the MHPBA-E account shall be
  determined in the Annual Electric True-Up (AET) advice filings, or as otherwise
  authorized by the Commission through the Distribution Revenue Adjustment Mechanism
  (DRAM), or other venues approved by the Commission.
- 4. RATES: The MHPBA-E does not have a rate component.
- 5. ACCOUNTING PROCEDURE: PG&E shall maintain the MHPBA-E by making entries to this account at the end of each month as follows:
  - a) A debit entry equal to the incremental incurred expenses;
  - b) A debit entry equal to the capital-related revenue requirement, excluding Revenue Fees and Uncollectible (RF&U) accounts expense, related to the "to-the meter" capital costs incurred. Capital-related revenue requirements include depreciation expense, the return on investment at a rate equivalent to PG&E's current authorized return on rate base, federal and state income taxes, and property taxes associated with the costs of installed equipment;
  - c) A debit entry equal to the revenue requirement, excluding RF&U, related to the "beyond-the-meter" costs incurred. The revenue requirement will include amortization expense, return on investment, and federal and state income taxes, associated with the costs of installed equipment. The "beyond-the-meter" costs are recorded as a regulatory asset and will be amortized over ten years, with a return on investment at a rate equivalent to PG&E's current authorized return on rate base;
  - A debit or credit entry to transfer the balance to or from any other accounts as approved by the Commission; and

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47078-E 41092-E

**ELECTRIC PRELIMINARY STATEMENT PART GH**MOBILE HOME PARK BALANCING ACCOUNT - ELECTRIC

Sheet 2

	GH	MOBILE HOME PARK BALANCING ACCOUNT - ELECTRIC (MHPBA-E) (	Cont'd )
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5. ACCOUNTING PROCEDURE: PG&E shall maintain the MHPBA-E by making entries to this account at the end of each month as follows: (Cont'd.)

(D) (D)

e) An entry equal to the interest on the average of the balance in this account at the beginning of the month and the balance in this account after the above entries at a rate equal to one-twelfth the interest rate on three-month Commercial paper for the previous month, as reported in the Federal Reserve Statistical Release, H.15, or its successor.

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

47079-E 44014-E

ELECTRIC RULE NO. 28 Sheet 1
MOBILEHOME PARK UTILITY CONVERSION PROGRAM

(T)

A. PURPOSE: Pursuant to the California Public Utilities Commission's (CPUC or Commission) Decision (D.)14-03-021, Resolution E-4878, Resolution E-4958 and as updated by (D.) 20-04-004. PG&E is offering the Mobilehome Park Utility Conversion Program ("MHP Program") as a voluntary program to convert eligible master-metered electric service to direct service for Mobilehome Parks or Manufactured Housing Communities (MHP) spaces within PG&E's service territory. The MHP Program will conclude the earlier date of December 31, 2030 or the issuance of a Commission Decision modifying the program. Subject to the requirements set forth in this Rule and the program extension limitations set forth in Ordering Paragraph 1 and 3 of (D.) 20-04-004, all eligible spaces (including both "To-the-Meter" and "Beyond-the-Meter"), and eligible common use services within the entire MHP will be converted from master-metered electric distribution service to direct PG&E distribution and service (Distribution System).

| | (T)

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B. APPLICABILITY: The MHP Program is available to all eligible MHPs within PG&E's service territory as defined in Section 6. Within the eligible MHPs, the only eligible Mobilehome spaces are those permitted by the California Department of Housing and Community Development (HCD) or its designated agency. Recreational vehicle parks and spaces are not eligible for the MHP Program.

(T)

#### 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.
  - Receives electricity through a utility owned master-meter, owns and operates the electric distribution system and furnishes electricity to residents. In cases where only one service is sub-metered or non-sub metered the sub-metered service must be served by an Investor Owned Utility participating in the MHP Program.

(T) (T)

- b. Take electric service under one of the following rate schedules:
  - Electric Schedule ET
  - Electric Schedule ETL
- c. Operate under a current and valid license from the governmental entity with relevant authority.
- d. If operated on leased real property, the land lease agreement must continue for a minimum of 20 years from the time that the MHP Agreement is executed by PG&E.
- Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

(Continued)

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47080-E

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Cal. P.U.C. Sheet No. 40142-E

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

Sheet 2

#### C. PROGRAM ELIGIBILITY: (Cont'd)

- MHP Owner/Operators who elect to participate in the MHP Program must comply with all general rules, rights and obligations as set forth in this Rule. In addition, MHP Program participants must complete and/or execute the following documents:
  - The CPUC's "Application for Conversion of Master Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation" ["CPUC's Form of Intent"]; and
  - The "Mobilehome Park Utility Conversion Program Application" ["MHP Application"] (Form 79-1164); and
  - The "Mobilehome Park Utility Conversion Program Agreement" ["MHP (T)Agreement"] (Form 79-1165).

#### MHP PROGRAM COMPONENTS:

CPUC's Form of Intent

CPUC's Form of Intent will be accepted January 1, 2021, through March 30, 2021 (90-day (T) 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.

Prioritization of CPUC's Form of Intent

- CPUC's Form of Intent will be reviewed and prioritized as follows: (1) SED will prioritize MHPs that are gas only or dual system (gas and electric service), and (2) the California Department of Housing and Community Development (HCD) will prioritize MHPs that are electric only. MHPs whose CPUC's Form of Intent are accepted and prioritized by SED and HCD will be considered pre-qualified.
- 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.
- If a new MHP that is not currently on PG&E's list of MHPs is accepted into another participating utility's MHP Program, PG&E will allow this MHP to move (T)to the next stage of PG&E's MHP Program, so long as PG&E's MHP Program is still substantially underway.

(Continued)

Advice 5840-E-A Submitted Issued by August 14, 2020 D.20-04-004 Robert S. Kenney Effective Decision Vice President, Regulatory Affairs Resolution

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47081-E 34629-E

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ELECTRIC RULE NO. 28

MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 3

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

#### 2. MHP Application

- a. After an MHP has been preliminarily contacted by PG&E to participate in the MHP Program, the MHP Owner/Operator will be provided with the MHP Application. The MHP Application requests additional information that the MHP Owner/Operator should provide to enable PG&E to commence the planning and engineering process for the new MHP distribution system.
- Upon receipt of a completed MHP Application and necessary documentation from the MHP Owner/Operator, PG&E will commence the planning and engineering 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 meeting qualifications and the reasonable cost for the "Beyond-the-Meter" work, PG&E will prepare the MHP (T) 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 costs not covered by the MHP Program including planning, engineering and construction for re-arrangements/relocation of facilities or addition of new electric facilities "Beyond-the-Meter" by the MHP Owner/Operator, 4) the execution of the MHP Agreement.

#### 4. Construction

- a. 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. Common area conversations will be at the discretion of the SED. Consistent with existing requirements for PG&E to safely and efficiently connect its service facilities with its electric distribution facilities, PG&E will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to PG&E's main distribution facilities. The selected location shall be as close as practicable to the existing service delivery point(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations.
- c. The MHP Owner/Operator selected Contractor will perform all necessary "Beyond-the-Meter" construction and/or electrical work as set forth in this Rule, and the MHP Agreement.

(Continued)

Advice5840-E-AIssued bySubmittedAugust 14, 2020DecisionD.20-04-004Robert S. KenneyEffectiveVice President, Regulatory AffairsResolution

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47082-E 34630-E

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Sheet 4

### ELECTRIC RULE NO. 28 MOBILEHOME PARK UTILITY CONVERSION PROGRAM

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

- 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 sub-metered discount will continue in full and will only cease at complete cutover of the entire system to direct service from PG&E.
  - 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 mobilehome owner (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 owned and operated distribution 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.

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

Sheet 5

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

#### Reimbursement to MHP Owner/Operator

PG&E will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for "Beyond-the-Meter" construction covered by the MHP Program. This shall include reasonable costs for converting to direct PG&E service buildings/structures and/or locations that serve as common areas for the MHP's residents and which currently receive utility service from the MHP's master-metered system.

For common areas, that are approved at the discretion of the SED, consistent with existing requirements for PG&E to safely and efficiently connect its service facilities with its electric facilities, PG&E will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to the PG&E mainline facilities. Moreover, the selected location shall be as close as practicable to the existing service delivery point(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations.

Beyond-the-Meter expenditures shall not include costs relating to any modification or retrofit of the Mobilehome, costs associated with service relocations, rearrangements, upgrades, or other service modification(s) by the MHP Owner/Operator and/or by the MHP residents beyond what is being provided by the MHP Program. For expenditures related to common areas, PG&E is not responsible for the installation, modification, and/or permitting of necessary MHP owned electric facilities, or other non-PG&E owned facilities necessary to accommodate electric installations. Moreover, PG&E is not responsible for any beyond-the-meter work necessary to connect the newly established service delivery points to existing delivery points whether such connections are external or internal to the building/structure. The amount eligible for reimbursement will be stated in the MHP Agreement.

#### Payment to PG&E

If applicable, any costs associated with planning, engineering and construction for 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 engineering phase to begin.

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10. Changes to the Mobilehome/Manufactured Home

Changes or modification to the individual mobilehome, including alternation to the utility connection that may be required to complete the conversion, must be authorized by the registered owner of the mobilehome prior to the alterations being made. Obtaining such authorization is the responsibility of the MHP Owner/Operator. Authorization from a resident who is not also the registered mobilehome owner is not sufficient.

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ELECTRIC RULE NO. 28
MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 6

#### E. INTERACTION WITH OTHER TARIFFS:

#### MHP Residents

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

- a. <u>Electric Rules 7– Deposit</u>: 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. <u>CARE/FERA Program</u> 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.
- 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 postenrollment verification requirements of the Medical Baseline Rule.

#### 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 <a href="https://www.pge.com/tariffs">www.pge.com/tariffs</a>, with the following <a href="https://www.pge.com/tariffs">exceptions:</a>

a. <u>Electric Rules 15 – Distribution Extension:</u> 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.

(Continued)

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ELECTRIC RULE NO. 28 Sheet 7

MOBILEHOME PARK UTILITY CONVERSION PROGRAM

- E. INTERACTION WITH OTHER TARIFFS: (Cont'd)
  - MHP Owner/Operator(s) (Cont'd)
    - Electric Rules 16 Service Extension: Because PG&E will design and install the new Service Extension, at no cost to the MHP Owner/Operator, sections in Electric Rules 16 that cover applicant responsibilities or options are not applicable to MHP Owner/Operators while participating in the MHP Program. This may include, but is not limited to applicants: installation options, allowances and payment.

Because space for metering equipment and its associated working space are very limited in MHPs, the requirements of the Meter Location provision of Electric Rule 16 may be waived by the utility during MHP Program participation. In consultation with the MHP Owner/Operator, all meters and associated metering equipment under the MHP Program shall be located at a protected location in the park as designated and approved by PG&E.

F. DEFINITIONS and ACRONYMS:

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

- 1. MHP AGREEMENT The Mobilehome Park Utility Conversion Agreement (Form 79-1165). (T)
- 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. Other than aspects related to reimbursement by utilities for the reasonable costs for their initial construction, Beyond-the-Meter facilities are solely the responsibility of the MHP Owner/Operator or the mobilehome owner. The power supply cord or hard wire feeder assembly will continue to be part of the mobilehome and be the responsibility of the mobilehome owner.

 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.

- CPUC's FORM OF INTENT The CPUC's Application for Conversion of Master-Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation (Appendix D of Decision 20-04-004).
- 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.

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ELECTRIC RULE NO. 28

MOBILEHOME PARK UTILITY CONVERSION PROGRAM

Sheet 8

- F. DEFINITIONS and ACRONYMS: (Cont'd)
  - 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.
  - MOBILEHOME PARK See Rule 1.
  - 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.
  - 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 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.
  - SERVICE DELIVERY POINT (Electric) Where PG&E's Service Facilities are connected to either Applicant's conductors or other service termination facility designated and approved by PG&E.
  - 14. PG&E TO-THE-METER (Electric) Electric "To-the-Meter" facilities include all electrical facilities (e.g. cable, connectors, poles, transformers, switches, and meters) including the conduit and substructures necessary to complete the electrical distribution line and service extensions to the Service Delivery Point, and will be owned, maintained and operated by PG&E.
  - 15. MHP APPLICATION The joint Utilities' Mobilehome Park Utility Conversion Application (T) (Form 79-1164).

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

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Submitted Effective Resolution



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Part HX

Part IB

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Wildfire Plan Memorandum Account (WPMA) ......44450-E

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RULE	CAL P.U.C. TITLE OF SHEET SHEET NO.	
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Rule 21	Generating Facility Interconnections	
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Rule 22.1	Direct Access Service Switching Exemption Rules	
Rule 23	Standby Service	
Rule 23.2 Rule 24	Community Choice Aggregation Open Season	
Rule 25 Rule 27	Release Of Customer Data To Third Parties	
Rule 27.1	Access to Energy Usage and Usage-Related Data While Protecting Privacy of Personal Data	
Rule 28	Mobilehome Park Utility Conversion Program	(T) (T)

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

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	Sample Forms Rule 22 Direct Access Services and Electric Rule 22.1 Direct Acce Exemption Rules	ss Switching	
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	Sample Forms Rule 24 Direct Participation Demand Response		
79-1152 79-1160	Customer Information Service Request For DRP (CISR-DRP)		
	Sample Forms Rule 27.1 Access to Energy Usage and Usage-Related Data While Prote Personal Data	ecting Privacy of	
79-1166 79-1167	Non-Disclosure AgreementLocal Governments Terms of Service Acceptance Agreement		
79-1164 79-1165	Sample Forms Rule 28 Mobilehome Park Conversion Utility Program Mobilehome Park Utility Conversion Program Application		(T (T

(Continued)

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Vice President, Regulatory Affairs

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## **Attachment 2**

**Redline Tariff Revisions** 

# MOBILEHOME PARK <u>UTILITY CONVERSIONUPGRADE PROGRAM APPLICATION</u>

Date of Issuance:		_
14-03-021, and subject to the requested (MHP Rule¹), the Commission Mobilehome Park Utility Upgradeowned master-meter_/sub-meter	uirements of the on-regulated el <u>Conversion</u> Prelectric and/or	mmission (CPUC or Commission) Decision (D.)20-04-004 ne Mobilehome Park Utility Conversion Upgrade Program lectric and natural gas utilities (Utilities) are offering a rogram (MHP Program) to replace existing privately gas distribution service within a Mobilehome Park or direct Utility service to each individual MHP space within
during the open application period Enforcement Division (SED) and/o	d. After reviewi or the Californi	Application previously submitted the CPUC Form of Intenting the information you submitted, the CPUC's Safety and ia Department of Housing and Community Development ected your MHP to participate in the MHP Program.
natural gas service to the master-conversion of the existing privately to direct Utility service, upon accee ach Utility will only provide service Utility currently provides to the Midirect service to each individual HMHP common areas based on application (SED). Upon request, the is not currently being supplied by natural gas service in that territory and economically to the MHP; and	meter of the My ownedprivate ptance of the Ice conversion HP. After the conversion the Utility may proval the Utility may proval the Utility, proval the Utility and Utility proval the Uti	w each Utility <sup>2</sup> that currently provides electric and/or IHP. The designated Utilities will be responsible for the ely-owned master-meter_/sub-meter/non-submeter_system MHP into the MHP Program. Under the MHP Program, for the commodity (electricity and/or natural gas) that the ompletion of the service conversion, the Utility will provide HCD permitted_Mobilehome (MH) space_ and the eligible cretion of by the Commission safety and Enforcement ovide to the MHP a new electric or gas utility service that vided that; 1) the Utility offers the requested electric or cion line is located nearby and can be connected safely st would be governed by the existing Distribution and d would not be included in the MHP Program.
Electric Natural Gas	-	
<u>Service</u> <u>Service</u>		
□ N/A	Bear Valley	Electric Service
□ N/A	Liberty Utilit	ties (CalPeco Electric)
	Pacific Gas	and Electric Company
□ N/A	Pacific Powe	er, a Division of PacifiCorp
	San Diego G	Gas <del>and <u>&amp;</u> Electric Company</del>
MHP Rule by Utility Bear Valley Electric Service - Liberty Utilities – Rule 23 Pacific Gas and Electric – Ru Pacific Power – Rule 26  MHP Rule by Utility Bear Valley Electric Service Liberty Utilities – Rule 23 Pacific Gas and Electric Ru	ıle 28 <del>- Rule 23</del>	San Diego Gas and Electric – Rule 44 Southern California Edison – Rule 27 Southern California Gas – Rule 44 Southwest Gas – Rule 23  San Diego Gas and Electric – Rule 44 Southern California Edison – Rule 27 Southern California Gas – Rule 44
— Pacific Power Rule 26	<del>110 20</del>	Southwest Gas Rule 23
		oughout this Application, each of the Utilities designated on this

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 <u>each</u> of the designated Utilities within the specified timeframes.

	N/A	Southern California Edison Company
N/A		Southern California Gas Company
N/A		Southwest Gas Corporation

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

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

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

This Application has been developed as part of the CPUC's regulatory process, and process and conforms to CPUC (D.) 20-04-004\_14-03-024. The Application has been approved by the Commission as a required component of the MHP Program, and may not be waived, altered, amended or modified, except as authorized by the CPUC. This Application at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

This Application is specific to PG&E's service territory. If your MHP is within multiple utility service territories, please consult with the other utility listed as necessary, 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



Pacific Power 300 S. Main Yreka, CA 96097



Southern California Gas Company
Attn: MHP Program, GT 10G4
555 W 5Th St
Los Angeles, CA 90013-1034MHP Program,
SC720J A1
8101 Rosemead Blvd,
Pico Rivera, CA 90660-5100



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



Company
Attn: MHP Program, CP62AMHP
Program, SC720J A1
8306 Century Park Ct.

San Diego, CA 92123-1530



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

November 2014 August 2020



#### Pacific Gas and Electric Company

Mobilehome Park Utility

Upgrade Conversion Program

Pacific Gas and Electric

Company

77 Beale St., Mail Code\_B10B San Francisco, CA 94105-1814



#### Southern California Edison Company

MHP Utility <u>Conversion</u> Upgrade Program

3 Innovation Way, 3rd Flr 365 J Pomona, CA 91768Rancho Cucamonga Regional Office, G139 9500 Cleveland Ave., Rancho Cucamonga, CA 91730

#### 1. MHP Project Information

Mobilehome Park	Name:			
Address:				
City:		Sta	te:	
County:		ZIF	): 	
Nearest Cross Str	eet:			
HCD Mobilehome	Park Identification	n Number:		
Total Number of N	ИНР <u>S</u> spaces <u>P</u> pe	rmitted <del>aroved</del>	by HCD: as o	of:
(RV) Spaces:	•			
Number of Unocc	upied MHP Space	s:		
Number of Recrea	ational Vehicles (R	Vs) <sup>3</sup> Spaces:		
Year MHP was es	tablished:			
Applicant / Owner	/ Operators Name	:		
Day Phone:				
Cell Phone:				
Fax: ()		_Email Addre	ss:	
Mobilehome Unit	Ownership Type			
	n common single p use shared owners		☐ Units on individual parcels☐ Other:	
Does the MHP Ov	vner/Operator hav	e a current an	d valid license to operate a MHP?	
□ No	☐ Yes	License N	Number:	

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

s the MHP currently subject to an enforceable condemnation order and/or to a pending condemnation proceeding?						
□ No	□ No □ Yes					
Is the MHP operated on leased real property?						
□ No	☐ Yes	Number of years remaining on land lease:				

#### 2. Business Information

3.

	Legal Name to appear on contra			
	☐ Individual ☐ Limited Liability Corporation ☐ Other	☐ Partnership ☐ Governmental Agency	☐ Corporation☐ Sole Proprietor	
	State of Incorporation or LLC: _			
	Name of person authorized to s	ign contracts:		
	Title			
	Mailing Address for contracts: _			
	City:	State		
	County	ZIP		
	Phone Number:	Email:		
	ntractor hired by the MHF	, the will iveside its at	ia tii <del>e</del> Otility <i>)</i> .	
CU				
	Name of MHP Representative:			
	Name of MHP Representative:			
	Title:			
	Title:	State	ZIP:	
	Title:Address:City:	State	ZIP:	
	Title:Address:	State	ZIP:	
	Title:Address:	State	ZIP:	
a.	Title:Address:	State	ZIP:	
a.	Title:	State	ZIP:	
a.	Title:Address:	State	ZIP:	
a.	Title:	State	ZIP:	
a.	Title:	State	ZIP:	
a.	Title:	State	ZIP:	
a.	Title:	State State	ZIP:	

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

a.

b.

Electric Service:		
Electric Service Prov	vider:	
Name as it appears	on bill:	
Type of Service:	☐ Electric Overhead Service	☐ Electric Underground Service
	☐ Other:	
	nase electricity through a third partyrvice Provider [ESP])?	y (e.g., Community Choice Aggregator
□ No	☐ Yes, Provider Name: _	
	al dwelling units within the MHP tha under current qualifying Mobilehom	at currently ne rate schedule:
Current Electric	Service Account Number	Current Rate Schedule
To list additional acc	counts use Attachment "B"	
Gas Service (if app	licable):	
Name of Gas Servic	e Provider:	
Name as it appears	on bill:	
Type of Service:	☐ No Gas Service available a	t MHP (Electric only)
	☐ Natural Gas System	
	☐ Propane System (Centraliz	ed tank with MHP distribution system)
	☐ Propane System (at each №	<u> Mobilehome(<del>Mobilehome)</del> MH-Space</u> )
	☐ Other:	
Does the MHP purch	nase gas through a third party (e.g.	, Core Transport Agent [CTA])?
□ No	☐ Yes, Provider Name: _	
	al dwelling units within the MHP tha under current qualifying Mobilehom	

	Current Gas Service Account Number			<u>-</u>	Current Rate Schedule
	_			<del></del>	
	_				
	_				
	To	list additional acc	ounts use Attachment "L	<u> </u>	
	Tel	lephone Service	(if applicable):		
	Na	me of Telephone	Service Provider:		
	Na	me as it appears o	on bill:		
	Тур	pe of Service:	☐ Overhead Phone	e Service	☐ Underground Phone Service
			☐ Other:		
	Ca	ble/Satellite Serv	ice (if applicable):		
<b></b>			` ,		
		oe of Service:			☐ Underground Cable Service
			☐ MHP Owned Cal		•
			☐ Other:		
u	ırre	nt Energy Met	ering Arrangemen	t	
	Ele	ectric_		<u>Gas</u>	
			o-Meter Electric eter, no Sub-Meter	☐ Maste	er Meter/Sub-Meter Gas er Gas Meter, no Sub-Meter :
n	erg	yy Usage/Load	Information		
	Ele	ectric Load Inforn	<u>nation</u>		
	1)	Typical MHP Sp	ace		
	-,	Existing MHP Sp	ace Main Switch Size Service Termination Enc	losure)	Amps

5.

6.

2)	Common Use Area					
	Common Use Area Electric Service: #1 Description:					
	Voltage: Phase:		Ma	ıin Size:		
	☐ Lift Station (			( KW		
	☐ Street Lights (			( KW		
	☐ Club House (			(KW		
	☐ Sprinkler/Irrigation Co	ntrols (must be me	oe metered) □ Park Site	(KW		
	☐ Others			_(KW		
Common Use Area Electric Service: #2 Description:						
	Voltage: Phase:		Main Size:			
	☐ Lift Station (			( KW		
	☐ Street Lights (			(KW		
	☐ Club House (			(KW		
				(KW		
	☐ Others			_(KW		
3)	Streetlighting  Streetlights to be served under general service rates with common use areas					
	☐ Streetlights to be separated from common use load and served unmetered under an applicable Utility streetlight rate schedule as approved by the Utility. Please provide the information for each lamp type that can be found in the MHP in the area below and in Attachment B, if necessary. (check one lamp type).					
	Lamp Type: #1 □ High Pressure Sodiur □ Mercury Vapor □ Incandescent □ Other	n Vapor D	Low Pressure Sodium  Metal Halide LED	Vapor		
	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 watta	age of each street	of each streetlight fixture should be noted on the Site Plan			

4)	<b>Self-Generation</b> – Is there currently any self-generation (e.g. photovoltaic or wind generation) equipment servicing the common areas of the MHP?				
	☐ Yes (Size of system KW)	□ No			
5)	Electric Vehicle Charging Station – Is there currently a public Electric Vehicle Charging Station located at the MHP that is available for all the residents of the MHP?				
	☐ Yes (Charger size kW)	□ No			
<u>Na</u>	tural Gas Load Information (if applicable)				
	tural Gas Load Information: Natural gas will be deli livery pressure per Rule 2.	vered at the Utilities standard service			
gra ope ser	quests for elevated service delivery pressure requi anted, elevated service delivery pressure may be re erational needs. Special Facilities and cost-of-owner vice delivery pressure. For further information, con le 2. (MBtu/h = 1,000 Btu/h)	educed at any time due to the Utility ership charges may apply for elevated			
1) Mobilehome Gas Appliances:					
	Gas will be provided to individual Mobilehomes at the Utility's standard delivery pressure for residential service per Rule 2.				
2)	Common Use Area				
	Common Use Area Gas Service: #1 Description:				
	Gas Service Delivery Pressure Requested:	<ul><li>☐ Standard delivery pressure</li><li>☐ Other (psig)</li></ul>			
	Gas appliances that can be found in common use areas: (check all that applies)				
	☐ Gas Range - Btu rating: ☐ Water Heater- Btu rating: ☐ Gas Oven- Btu rating: ☐ On-Demand Water Heater ☐ Btu rating: ☐ Other gas loads ☐ Btu rating:	<ul> <li>□ Pool/Spa Heater- Btu rating:</li> <li>□ Furnace- Btu rating:</li> <li>□ Outdoor Gas Heaters</li> <li>Btu rating:</li> </ul>			
	Common Use Area Gas Service: #_2_ Descri Gas Service Delivery Pressure Requested:				
	☐ Gas Range - Btu rating: ☐ Water Heater- Btu rating: ☐ Gas Oven- Btu rating: ☐ On-Demand Water Heater ☐ Btu rating: ☐ Other gas loads ☐ Btu rating:	□ Laundry Dryer- Btu rating: □ Pool/Spa Heater- Btu rating: □ Furnace- Btu rating: □ Outdoor Gas Heaters Btu rating:			
	Additional Common Use Area Service - For a requests use the "Natural Gas Common Use				

b.

#### 7. Additional Documentation

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

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

### MOBILEHOME PARK UTILITY UPGRADE 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 <u>at minimum</u> contain a preliminary <u>sketch of proposed service locations</u> <u>design and construction plan</u> developed by the Utility using the information provided by the MHP Owner/Operator with this Application.

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

### 9. Application Deadline

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

#### 10. Next Steps

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

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

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

### MOBILEHOME PARK UTILITY UPGRADE CONVERSION PROGRAM APPLICATION

After the new distribution system has been preliminary preliminarily planned and engineered 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, <a href="mailto:meeting qualifications">meeting qualifications</a> and reasonable costs of the Contractor who will perform all of the "Beyond-The-Meter" work at the MHP-and the estimate cost for such work, within forty-five (45) calendar days from the date that the metering points are sent by the Utility; (3) safety or security issues or violations; or (4) the MHP Owner/Operator and/or its Contractor are involved in a legal proceeding which, in the Utility's opinion, may interfere with the performance of the work.

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

### MOBILEHOME PARK UTILITY UPGRADE 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 is the distributor of utility service within the MHP, as described above, and that the MHP Owner/Operator has the authority to discontinue utility service within the MHP as required by the MHP Program. I also certify that I am supplying all of the documentation required under this Application, if available. I have read and agree with the provisions and my responsibilities under the MHP Rule and this Application, including Attachments.

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

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

### **UTILITY UPGRADE CONVERSION PROGRAM APPLICATION**

### Attachment A - Additional Documentations

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

Not <u>Available</u>	Being <u>Provided</u>	<u>Documents</u>	
		List of Registered Homeowners and Residents: A complete list of current registered homeowners and current residents for each mobilehome/manufactured housing unit on the lot within the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information should be provided to the Utilities. If all of the necessary resident and registered owner contact information cannot be provided, the MHP Owner/Operator must, at a minimum, provide a list of addresses for the residents of the MHP and the name and mailing addresses of the registered owners for each mobilehome/manufactured housing unit on a lot within the MHP. This information will be used for outreach and notification efforts during the project. If a complete list of resident and registered owner contact information is not provided with the MHP Application, the information must be provided with the submittal of the MHP Agreement.	
		Service Documents: Detailed engineering drawings, as-built drawings, maps, and any other such records as may be necessary to ensure a complete record of the installation and location of the MHP's existing distribution system(s).	
		<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.	
		Additional Infrastructure: Detailed substructure engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the park, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.	
		<u>Site Plan</u> : Detailed -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.	
		<u>Tract Map</u> : Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.	
Attach a	ppropriate (	documents to Attachment A	
MHP Ow	MHP Owner/Operator Initials		

November 2014 August 2020

### **UTILITY UPGRADE CONVERSION PROGRAM APPLICATION**

### Attachment B – Additional Information

load informa	B of this MHP Application is used to document action that are in excess of what can be documented or provide the following: (check all that applies)	lditional information regarding accounts and on the MHP Application. Attachment B is
	Electric Service Account Information  Natural Gas Service Account Information  Electric Common Use Area Services Information  Streetlight Lamp Type  Gas Common Use Area Services Information	on
	No additional information, beyond what is provi	ded in the MHP Application
Please li	c Service Account Information:  ist any additional Electric Service Accounts Numb I in the Section 4.a. of this MHP Application.	pers currently serving the MHP that is not
	Current Electric Service Account Number	Current Rate Schedule

### **UTILITY UPGRADE CONVERSION PROGRAM APPLICATION**

### Attachment B – Additional Information

#### 2. Natural Gas Service Account Information:

Please list any additional Natural Gas Service Accounts Numbers currently serving the MHP that is not provided in the Section 4.b. of this MHP Application.

Current Gas Service Account Number	Current Rate Schedule
	<del></del>
<del></del>	

### **UTILITY UPGRADE 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 <a href="MHP">MHP</a> Application

Additional Common Use Area Service - Provide additional sheet as necessary

Common Use Area Electric Se	rvice: # Description:_		
Voltage:	Phase:	Main Size:	
	HP)		(KW
	KW)		
☐ Club House (		☐ Area Lighting	(KW
	trols (must be metered)	☐ Park Site	(KW
☐ Others			_ (KW
Common Use Area Electric Se	rvice: # Description:_		
Voltage:	Phase:	Main Size:	
_	<u>HP</u> )		(KW
☐ Street Lights (		☐ Swimming Pool	(KW
☐ Club House (	<u>KW</u> )	☐ Area Lighting	(KW
☐ Sprinkler/Irrigation Cont	trols (must be metered)	□ Park Site	(KW
☐ Others			_ ( KW
Common Use Area Electric Se	rvice: # Description:_		
Voltage:	Phase:	Main Size:	
	HP)		( KW
☐ Street Lights (	KW)	☐ Swimming Pool	(KW
☐ Club House (		☐ Area Lighting	(KW
	trols (must be metered)	☐ Park Site	(KW
□ Others			
Common Use Area Electric Se	ruico: # Doscription:		
_	Phase:		
☐ Lift Station (		☐ MHP Office	( <u>KW</u>
☐ Street Lights (	KVV)	☐ Swimming Pool	Ų.
☐ Club House (			,-
,	trols (must be metered)	☐ Park Site	,
☐ Others			_ (KW

### **UTILITY UPGRADE 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  ☐ Mercury Vapor  ☐ Incandescent  ☐ Other	☐ Low Pressure Sodium Vapor☐ Metal Halide☐ LED☐
	Number of lamps/fixtures:
Lamp Type:#  ☐ High Pressure Sodium Vapor ☐ Mercury Vapor ☐ Incandescent ☐ Other	☐ Low Pressure Sodium Vapor ☐ Metal Halide ☐ LED
Watts per lamp:	Number of lamps/fixtures:
Lamp Type:# ☐ High Pressure Sodium Vapor ☐ Mercury Vapor ☐ Incandescent ☐ Other	<ul><li>□ Low Pressure Sodium Vapor</li><li>□ Metal Halide</li><li>□ LED</li></ul>
	Number of lamps/fixtures:
Lamp Type:# High Pressure Sodium Vapor   ☐ Mercury Vapor   ☐ Incandescent   ☐ Other	<ul><li>□ Low Pressure Sodium Vapor</li><li>□ Metal Halide</li><li>□ LED</li></ul>
Watts per lamp:	Number of lamps/fixtures:
Lamp Type:# High Pressure Sodium Vapor   ☐ Mercury Vapor   ☐ Incandescent   ☐ Other	☐ Low Pressure Sodium Vapor ☐ Metal Halide ☐ LED
Watts per lamp:	Number of lamps/fixtures:

### **UTILITY UPGRADE 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 <a href="MHP">MHP</a> Application

Provide additional sheet as necessary	
Common Use Area Gas Service: # Description:	
Gas Service Delivery Pressure Requested:	☐ ¼ psig ☐ Other (psig)
☐ Gas Range - Btu rating:	☐ Laundry Dryer- Btu rating:
<ul><li>□ Water Heater- Btu rating:</li><li>□ Gas Oven- Btu rating:</li></ul>	☐ Pool/Spa Heater- Btu rating:
□ On-Demand Water Heater	☐ Outdoor Gas Heaters
Btu rating:	Btu rating:
☐ Other gas loads Btu rating:	-
Common Use Area Gas Service: # Description:	
Gas Service Delivery Pressure Requested:	☐ ¼ psig ☐ Other (psig)
☐ Gas Range - Btu rating:	
☐ Water Heater- Btu rating:	□ Pool/Spa Heater- Btu rating:
☐ Gas Oven- Btu rating: ☐ On-Demand Water Heater	☐ Furnace- Btu rating: ☐ Outdoor Gas Heaters
Btu rating:  Other gas loads	
Btu rating:	
Common Use Area Gas Service: # Description:	
Gas Service Delivery Pressure Requested:	☐ ¼ psig ☐ Other (psig)
☐ Gas Range - Btu rating:	☐ Laundry Dryer- Btu rating:
☐ Water Heater- Btu rating:	☐ Pool/Spa Heater- Btu rating:
☐ Gas Oven- Btu rating: ☐ On-Demand Water Heater	☐ Outdoor Gas Heaters
Btu rating:	Btu rating:
☐ Other gas loads	
Btu rating:	
Common Use Area Gas Service: # Description:	
Gas Service Delivery Pressure Requested:	☐ ¼ psig ☐ Other (psig)
☐ Gas Range - Btu rating:	☐ Laundry Dryer- Btu rating:
<ul><li>□ Water Heater- Btu rating:</li><li>□ Gas Oven- Btu rating:</li></ul>	☐ Pool/Spa Heater- Btu rating:
☐ On-Demand Water Heater	☐ Outdoor Gas Heaters
Btu rating:	Btu rating:
☐ Other gas loads	-



# MOBILEHOME PARK <u>UTILITY UPGRADE CONVERSION</u> <u>PROGRAM AGREEMENT</u>

This Mobi	ilehome Park Utility <del>Upgrade <u>Cc</u></del>	onversion Program Agreement ("Agreement") is made	
and enter	red into by and between	organized and existing under the laws of the	
Owner/Op	perator"), a	organized and existing under the laws of the	
State of	" ("PC&E" or "Hillity") a corpora	, and the Utility, "Pacific Gas and Electric ation organized and existing under the laws of the state	
		PG&E may be individually referred to as a "Party" and	
	ly as the "Parties."	ode may be marriadally relented to do d. Farty, and	
	.,		
		RECITALS	
Utilities C whereby i utility serv	commission ("CPUC" or "Commi master-metered_ <del>/submetered</del> -M	program under the direction of the California Public ssion") pursuant to Decision 44-03-021-20-04-004 obilehome Parks ("MHP") may elect to convert to direct ne-Meter" and "Beyond-the-Meter" work to be borne by	
		es to convert the master-metered_ <del>/submetered utility</del> m PG&E under the MHP Program.	
In accorda	ance with the foregoing premise	es, the Parties agree as follows:	
1. Gene	eral Description of Agreeme	ent	
1.1.	terms and conditions set forth requirements of Electric and C MHP Rules shall govern the c electric and/or natural gas distribution	nding contract. The Parties agree to be bound by the herein, incorporated herein by reference, and the Gas Rule 28 ("MHP Rules"). This Agreement and the onversion of the entire private owned and operated tribution system servicing the MHP to direct PG&E and service, including all HCD permitted Mobilehome common areas, permanent buildings, and/or structures ce.	
	Utility service to be converted to direct PG&E service (check one)  ☐ Electric Only ☐ Gas Only ☐ Electric & Gas		
		the MHP is provided by a different Utility, please who provides the other service.	
	□ Electric □ Gas	Name of Utility:	
1.2.	submitted the California Public	nt, the MHP Owner/Operator would have already c Utilities Commission (CPUC or Commission's) "Form ation (Form 79-1164), and continue to be bound by the nents.	



- 1.3. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of occupied residential MH-Spaces permitted by the California Department of Housing and Community Development or its designed agency, within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MH-Space permitted by the California Department of Housing and Community Development or its designed agency, that are designated on the MHP Application that are currently able to receive electric and/or gas service from the existing master-metered /submeter-system (Legacy System)
- 1.4. The MHP Owner/Operator must provide the following documents with the MHP Agreement pursuant to MHP Program criteria in MHP Rules: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) if the MHP is operated on leased real property, proof that the land lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utilities; and (3) declaration under penalty of perjury/affirmation that the MHP is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).
- 1.5. This Agreement Commission conforms to Decision 14-03-021 (D.)20-04-004 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) <a href="mailto:calendar">calendar</a> days to sign and submit the Agreement to PG&E.
- 3.2. If requested by either party, a post engineering meeting can be requested prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the Contractor's bid to perform the "Beyond-the-Meter" work. PG&E and the Commission encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. PG&E reserves the right to withdraw the MHP space approval for the MHP, and may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs as specified in Section 10 of this Agreement.
- 3.3. Agreements and documents shall be mailed to:

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

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

- 4.1. MHP Owner/Operator shall select a qualified, licensed contractor to perform the "Beyond-the-Meter" work at the MHP and shall consult and coordinate with PG&E on such selection. The MHP Owner/Operator shall provide in Attachment B,-multiple bids (where applicable at least three) from contractors for proposed "Beyond-the-Meter" work during the time frames specificied specified by PG&E. attached hereto and incorporated herein, information about the selected contractor including a reasonable bid.
- 4.2. If PG&E and the MHP Owner/Operator fail to agree upon the qualifications of the contractor selected to perform "Beyond-the-Meter" work, the CPUC's Safety and Enforcement Division (SED) will be consulted to resolved the dispute.
- 4.3. The Contractor shall be selected based on the "most cost-effective option". PG&E reserves the right to review the reasonableness of bids for "Beyond-the-Meter" work that are received by the MHP Owner/Operator. PG&E and the CPUC encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).
- 4.1.4.4. The MHP Owner/Operator understands and agrees that neither PG&E's consultation and coordination with the MHP Owner/Operator regarding the selection of a Contractor, nor its review of bids or other pricing terms, constitutes an



endorsement by PG&E of said Contractor or its work. Further, the MHP Owner/Operator understands and agrees that PG&E makes no guarantee or warranty, either expressed or implied, with respect to the Contractor's work. The MHP Owner/Operator understands and agrees that PG&E will not be liable for any claims related to "Beyond-the-Meter" facilities, including but not limited to claims related to the planning, design, construction and/or maintenance of such facilities, and the MHP Owner/Operator agrees to indemnify, defend and hold harmless PG&E and its officers, directors, employees and/or agents from and against any such claims.

### 5. MHP Owner/Operator Responsibilities

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

### 5.2. Easements

- 5.2.1. The MHP Owner/Operator shall provide or assist in obtaining rights-of-ways or easement as required by the Utility's Distribution and Service Extension Rules (Rule 15 & 16) and (D.) Decision 14-03-021\_20-04-004.
- 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 <u>PG&E. the UTILITY.</u>
- 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, potential cultural sites, potential environmental issues, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; the extent of established lines and levels. MHP Owner/Operators who fail to disclose potential issues during the design phase risk removal from the program by PG&E.
  - 5.5.2. MHP Owner/Operator will at all times own and is responsible for the "Beyond-the-Meter" utility service facilities.
  - 5.5.3. Requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program can be made by the MHP Owner/Operator and such modifications and additional incremental costs, will be the sole responsibility of the MHP Owner/Operator. Request for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rule and Regulations. PG&E will process such requests under current applicable tariffs. Such requests for "To-the-Meter" services may require a separate service extension contract and shall be done in accordance with the effective service extension tariff. To the extent not covered by separate contract, costs for such requests are shown in Attachments C, D and E, attached hereto and incorporated herein. All costs not covered by the MHP Program must be paid in full to PG&E prior to or with the submittal of the MHP Agreement in order for the construction phase to begin.
    - 5.5.3.1. The MHP Owner/Operator, or its representative, is responsible to collect any and all fees associated with "To-the-Meter" service modifications that are not covered by the MHP Program that were requested on behalf of the MH-Owner and due to PG&E under the current Rules and Tariffs and forward those payments to the appropriate Utility.
    - 5.5.3.2. "Beyond-the-Meter" service modifications that are not covered by the MHP Program, including installation costs that exceed the most cost-



effective option (e.g. alternate routes or below ground installations), will not be eligible for reimbursement from PG&E.

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

5.5.3.3.

- 5.5.4. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by PG&E and/or the contractor. Temporary facilities may include, but is not limited to, storage sheds, decks, awning, car ports, or any facility that is not normally provided by the MHP. Relocation or removal of such items will not be eligible for reimbursement from PG&E.
- 5.5.5. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the park's common area, such as the office, clubhouse, laundry facilities, streetlights, etc., and their associated "Beyond-the-Meter" facilities. Utility meters will be installed to serve these facilities. MHP Owner/Operator will be responsible payment of Utility bills associated with such meters. Additional facilities that may be requested (e.g. streetlight fixtures) and associated energy charges for the common area facilities will be based on the applicable tariff and will not be eligible for reimbursement from PG&E.

#### 5.6. Existing Distribution System (Legacy System)

- 5.6.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submeter system ("Legacy System") and continue to provide utility service to the MHP residents until cutover to the new direct PG&E service system. At all times, the Legacy System will remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (if required), decommissioning and any environmental remediation.
- 5.6.2. If the MHP has an existing propane gas distribution system, PG&E will, upon request, replace it with a natural gas distribution system, provided that; 1) the Utility offers natural gas service and the MHP is located within the franchise area that the Utility serves; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be replaced under the Utility's existing Distribution and Service Extension Rules (Rule 15 & 16) and would not qualify under the MHP Program.

#### 5.7. Permits



- 5.7.1. Except for the routine, ministerial construction permits to be acquired by PG&E pursuant to Section 6 of this Agreement, the acquisition of all other permits that may be necessary will be the responsibility of the MHP Owner/Operator. This includes, but not limited to, the following:
  - Environmental and governmental agency permits.
  - Caltrans permits.
  - Railroad permits.
  - HCD and/or local City and County building permits for electric and/or gas service work necessary to install new service delivery facilities including, but not limited to, gas house lines, electric meter pedestals, and terminations
  - Permits for the abandonment of the Legacy System.

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

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

- 5.8. Environmental, Endangered Species and Cultural Resources Review
  - 5.8.1. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues, and the costs associated with those efforts, are the sole responsibility of MHP Owner/Operator and must be addressed as required by the agency with jurisdictional authority. No utility shall assume any remediation responsibility and utility ratepayers shall bear no costs associated with any required remediation.
  - 5.8.2. Any environmental, endangered species and cultural resources issues that are identified during the conversion will result in the immediate suspension of work at the MHP. The MHP Owner/Operator shall resolve these issues prior to work resuming at the MHP. MHP Owner/Operator may be granted additional time by PG&E to resolve environmental, endangered species and cultural resources issues prior to completing the conversion, however, such time will not exceed the period of the MHP Program, unless approved by the CPUC.



#### 5.9. Outreach and Education

- 5.9.1. The MHP Representative will be the liaison for the MHP Owner/Operator and will be responsible for relaying project information to MHP Residents and to PG&E. The MHP Representative shall provide status updates to the MHP Owner/Operator and the MHP Residents from PG&E and provide timely status updates from contractor and MHP Owner/Operator to Utility.
- 5.9.2. All costs associated with the MHP Representative in performing the duties associated with the Program will be the responsibility of the MHP Owner/Operator and will not be reimbursable from the MHP Program.
- 5.9.3. The MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Program that are intended for the MHP residents. The MHP Representative shall distribute the information to the residents in a timely manner in accordance to MHP's Rules and Regulations
- 5.9.4. The MHP Owner/Operator must allow PG&E to directly contact the MHP residents during the project regarding the MHP Program, account setup and other utility programs. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MH residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement (Attachment A). The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information.
- 5.9.5. The MHP Representative shall ensure that its contractor works with PG&E and keeps the MHP residents informed of the status of the "Beyond-the-Meter" work. Communications will include notices such as temporary outages, detours or street closures. The MHP Representative will also ensure that such notices will remain consistent with PG&E communications and be distributed in a timely manner.

#### 5.10. Construction

- 5.10.1. Construction of the conversion project may commence after compliance with Section D.3.b of the MHP Rules.
- 5.10.2. The MHP Owner/Operator shall work cooperatively with PG&E to resolve construction issues that may arise during the project, such as providing an acceptable site for storage of PG&E's construction materials and equipment during the project.



#### 5.11. Cutover / Completion of Conversion

- 5.11.1. Prior to cutover, all jurisdictional authorities must inspect and approve installation of the "Beyond-the-Meter" work.
- 5.11.2. Cutover cannot occur until PG&E is satisfied that 24 hour access is available to all utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a utility approved locking device with a utility keyway. Where electronic gates may be involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller.
- 5.11.3. The MHP Owner/Operator is responsible for discontinuing MHP utility service to all qualifying MH-spaces no later than 90 days after PG&E is ready to cutover all qualifying MH-spaces to direct Utility service.
- 5.11.4. If requested by PG&E, the MHP Owner/Operator shall require Contractor to be available perform joint cutover with PG&E for the individual services within the MHP.
- 5.11.5. If requested by the Utility, the MHP Owner/Operator shall have their Contractor purge the gas legacy master-meter system of unpressurized gas to ensure safety of the disconnected gas system.

#### 6. Utility's Responsibilities

#### 6.1. Engineering and Planning

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

To the extent possible, PG&E will design and install the new distribution and service system up to the Service Delivery Point on a "like for like" basis to the existing system. For example, an existing 200 ampere overhead electric service will be replaced with a 200 ampere overhead electric service. If both electric and gas are requested to be replaced and electric service is provided overhead, PG&E will have the option to offer underground electric service if it is cost effective to do so. If gas service is located above ground, PG&E will underground the gas service as well as the electric service, if present.

- 6.1.2. PG&E will prepare a preliminary design package for the new electric and/or gas system and prepare all necessary land rights documents.
- 6.1.3. PG&E will consult with the MHP Owner/Operator to identify the location of each electric <code>-/and/or</code> gas meter and any protection required for the metering service equipment. PG&E will have the final approval of the location of the meter.



- 6.1.4. PG&E will include with the MHP Program additional reasonable services for common use areas at the discretion of the Commission Safety Enforcement Division 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. Such requests may be made by the MHP Owner or the individual MHP residents, and such upgrades and additional incremental costs will be the sole responsibility of the requesting party.
- 6.1.7. If applicable, PG&E will design and install a natural gas service line at each individual MH-Space to deliver sufficient volume at PG&E's standard delivery.
- 6.1.8. Vacant MH-Spaces will receive a stub to the location of the future "Service Delivery Point" during the MHP Program. When a previously vacant space becomes occupied subsequent to cutover, a line extension contract will be required to extend service per normal line extension rules (Rule 16).

#### 6.2. Permits

- 6.2.1. PG&E will acquire routine, ministerial construction permits, such as encroachment permits necessary for trenching within public rights-of-way.
- 6.2.2. PG&E will review all permits prior to construction. No work will be performed by PG&E or the Contractor under the MHP Program until the MHP's Owner/Operator and/or PG&E obtains the required permits.

#### 6.3. Environmental and Cultural Resources Review

6.3.1. PG&E shall conduct a "desktop" environmental, endangered species and cultural resources review of the proposed work at the MHP. If such review indicates any environmental, endangered species and cultural resources issues, PG&E will immediately suspend of work at the MHP. PG&E will not resume work until it has received authorization from appropriate experts and/or agency with jurisdictional authority. <a href="https://doi.org/10.1007/jurisdictional-authority-utility-pg&E">https://diano.gov/utility-pg&E</a> 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-PG&E may commence conversion after compliance with Section D.3.b of the MHP Rules.Rule 28, D.3.b. -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. <u>Cutover / Completion of Project</u>

- 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.
- <u>6.6.3.</u> PG&E will reimburse the MHP Owner/Operator for all qualifying "Beyond-the-Meter" work as summarized in Attachment C.
- 6.6.3.6.6.4. PG&E or its Contractor shall purge the gas Legacy System of unpressurized gas to ensure safety of the disconnected system.

### 7. Safety

- 7.1. IMPORTANCE OF SAFETY: The Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Program and Parties are responsible for performing the work in a safe manner. Parties shall plan and conduct the work, and shall require all contractors and subcontractors to abide by all safety requirements incorporated herein and to perform their portion of the work, in accordance with all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. The MHP Owner/Operator shall require its Contractor to provide necessary training to its employees and Subcontractors to inform them of the foregoing safety and health rules and standards. Should PG&E at any time observe the contractor, or any of its subcontractors, performing the work in an unsafe manner, or in a manner that may, if continued, become unsafe, then PG&E shall have the right (but not the obligation) to require the MHP Owner/Operator to stop contractor's work affected by the unsafe practice until contractor has taken corrective action so that the work performance has been rendered safe.
- 7.2. Regulations and Conduct of Work: MHP Owner/Operator shall assure that its contractor plans and conducts the work to safeguard persons and property from injury. MHP Owner/Operator shall direct the performance of the work by its contractor in compliance with reasonable safety and work practices and with all applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health, including the wearing of "hard hats" at the worksite if applicable. Work in areas adjacent to electrically energized facilities and/or operating natural gas facilities shall be performed in accordance with said practices, laws, rules, and regulations. PG&E may designate safety precautions in addition to those in use or proposed by contractor. PG&E reserves the right to inspect the work and to halt construction to ensure compliance with reasonable and safe work practices and with all applicable federal, state, and local laws, rules, and regulations. Neither the requirement that



contractor working on behalf of the MHP Owner/Operator follow said practices and applicable laws, rules, and regulations, nor adherence thereto by contractor, shall relieve MHP Owner/Operator of the sole responsibility to maintain safe and efficient working conditions.

- 7.3. Additional Precautions: Upon PG&E's request, the MHP Owner/Operator shall require its contractor to provide certain safeguards not in use but considered necessary and if contractor fails to comply with the request within a reasonable time, PG&E may provide the safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by PG&E may result in termination of the Agreement for cause.
- 7.4. Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to PG&E, MHP Owner/Operator, contractors, subcontractors, MHP residents, and/or the general public. Upon notice, the responsible party shall investigate the potential safety hazard, and if necessary, take actions to remedy the situation.
- 7.5. The MHP Owner/Operator shall be responsible for notifying local emergency services, if required, about pending road closures or detours that may affect life safety and services to the MHP and MHP residents.

### 8. Delay and Suspension of Work

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

#### 9. Termination

- 9.1. Either Party may, at its option, terminate upon 30 day written notice to the other Party.
  - 9.1.1. PG&E may cancel or suspend this Agreement for, but not limited to, the following situations:



- 9.1.1.1. The failure, refusal or inability of the MHP Owner/Operator to perform the work in accordance with this Agreement for any reason (except for those reasons that are beyond MHP Owner/Operator's control) after receiving notice from PG&E and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at PG&E's option, safety or security violations may result in immediate termination; or
- 9.1.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate its responsibilities under this Agreement within six (6) months of the execution of this Agreement; or
- 9.1.1.3. The failure or inability of the MHP Owner/Operator to complete the work and be ready to receive service from PG&E within twelve (12) months of the execution of this Agreement; or
- 9.1.1.4. A legal action is placed against the MHP Owner/Operator which, in PG&E's opinion, may interfere with the performance of the conversion.
- 9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:
  - 9.1.2.1. Reimburse PG&E for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual MH-Space or common area. PG&E's costs may include, but is not limited to, "To-the-Meter" labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work; and
  - 9.1.2.2. Not be eligible for reimbursement for any "Beyond-the-Meter" work that did not result in a direct <u>Utility PG&E</u> service of an individual MH-Space; and
  - 9.1.2.3. Repay in full to the UtilityPG&E 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 <u>at the discretion of the Commission Safety and Enforcement Division</u> for common use areas\_-within the MHP that will be served under commercial rate schedules are eligible for inclusion in the MHP Utility <u>ConversionUpgrade</u> Program and will not provide "Beyond-the-Meter" reimbursements for these common area services. PG&E will not provide the service panel.
- 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

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



indemnify PG&E from all causes of action or claims arising from or related to these systems.

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

### 13. Compliance with Laws and Regulations

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

### 14. Governing Law

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

### 15. Entire Agreement

This Agreement consists of, in its entirety, Mobilehome Park Utility <u>Upgrade Conversion</u> Program Agreement and all attachments hereto, the MHP Application and PG&E's



Electric and Gas Rule 28. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

### 16. Enforceability

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

### 17. Force Majeure

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

#### 18. Not a Joint Venture

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



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

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

### Pacific Gas and Electric Company

### MOBILEHOME PARK UTILITY UPGRADE CONVERSION PROGRAM

### <u>AGREEMENT</u>

### 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 Utility <a href="Conversion\_Upgrade">Conversion\_Upgrade</a> Program:

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

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

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

#### B. Declaration of Non-Condemnation

n accordance with CPUC Decision (D.) 14-03-02120-04-0004, and subject to the equirements of Gas and Electric Rule 28, all MHP participating in the MHP Utility Conversion Upgrade Program must affirm that the Mobilehome Park is not subject to an enforceable condemnation order or to pending condemnation proceedings.		
,	of the MHP Owner/Operator and declare that	
Name of Mobilehome Park	Authorized Signature	
Company Name of Owner/Operator	Print Name	
Date	Title	

### PG&E Pacific Gas and Electric Company

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

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

In all instances, the work performed by the contractor must meet PG&E's current standards as specified in the Utility's Electric and/or Gas Service Requirement manual and have approval from applicable governing inspection authority(ies).

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



### MOBILEHOME PARK UTILITY UPGRADE CONVERSION PROGRAM

## AGREEMENT Attachment B Contractor Selection

### Secondary Contractor (if required)

Contractor Name:	
State Contractor License #:	
Contact Person:	
Title:	
Address:	
City:	
Day Phone:	
Cell Phone:	
Fax:	
Email Address	
Total Estimated Cost to Perform all "Beyowork for the MHP (See Attachments C)	



### MOBILEHOME PARK UTILITY UPGRADE CONVERSION PROGRAM

# AGREEMENT Attachment C Estimated Costs for MHP Project

MITP Owner/Operator:			
Project Name:			
Address:			
subject to the requirements of Gas Upgrade Conversion Program to co	and Electric Rule 28, PG&I onvert existing privately own bilehome Park or Manufact	UC) Decision (D.) 14-03-02120-04-0 E is offering the Mobilehome Park U ned master-meter/sub-meter electric tured Housing Communities ("MHP"	tility and/or
Utility service to be converted to ☐ Electric Only	o direct PG&E service (che □ Gas Only	ck one)	
The number of MH-Spaces that will	be eligible for conversion	to direct PG&E service under the MI	<del>I</del> P

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

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

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

	"To-the-Meter" Facilities and Equipment installed by PG&E Financially Responsible Party		Facilities and	"Beyond-the-Meter" Facilities and Equipment installed by Contractor Financially Responsible Party		
Table C-1	Covered by MHP Program	MHP Owner/ Operator	Requesting MH Owner	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting MH Owner
Service to Individual MH-Spaces	Х			х		
Service to Common Use Areas	х				x	
Incremental Service Modifications to the Individual MH-Spaces > 100 amperes where the MHP lots are owned by the resident residing on the lot			x			х
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space in where the lots are not owned by the resident residing on the lot (leased or rented spaces)		X			x	



### MOBILEHOME PARK UTILITY UPGRADE 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
<u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, and surface repair activities [Project Cost to design and install "To-the-Meter" Facilities for the MHP]	\$	
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>&</sup>lt;sup>1</sup> Service Upgrades beyond what is being provided by the program are listed on Attachment C.

### Pacific Gas and Electric Company

### MOBILEHOME PARK UTILITY UPGRADE 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)

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

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

### Pacific Gas and Electric Company

### MOBILEHOME PARK PILOT SERVICES

### UTILITY UPGRADE CONVERSION PROGRAM AGREEMENT

# Attachment D – Costs That The MHP Resident is Responsible for that is Not Covered Under The MHP

MHP Owner/Operator:	
Project Name:	
Address:	
Any service modifications and associated costs beyond what is being provided Program as described in Gas Rule No. 28 and the Mobilehome Park Utility Upg Program Agreement will be the responsibility of the requesting party. These modification and the services that are not provided by the MHP Program, but approved designed under the guidance of the Utilities' Rules for Service Relocation and I Service modifications and relocations for MH-Spaces in a MHP where the lots the resident residing on the lot (leased or rented spaces), must be requested b responsibility of the MHP Owner/Operator.	grade Conversion odifications will be on use area by PG&E, will be Rearrangement. are not owned by
The following service modifications have been requested by the MHP Owner a resident(s) (If Job Estimate includes an itemized breakdown of costs, it may be this sheet.)	
A. Total Amount Due by MHP Owner/Operator for Service Modification and/or service the Program	es not covered by
Amount Due from MHP Owner/Operator to PG&E	
<ul> <li>Amount due to PG&amp;E for "To-the-Meter" work not covered by the MHP Program.</li> </ul>	\$
<ul> <li>Amount due to PG&amp;E for "To-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas</li> </ul>	\$
Total	\$
2. Amount Due from MHP Owner/Operator to the Contractor	
<ul> <li>Amount due to the Contractor for "Beyond-the-Meter" Work for common use areas.</li> </ul>	\$
<ul> <li>Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Common Use Areas</li> </ul>	\$



### MOBILEHOME PARK UTILITY UPGRADE CONVERSION

### **PROGRAM AGREEMENT**

### Attachment D -

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

	nt due from MHP Owner s not covered by the Mh		
	s as necessary). If Jol	services not covered by the MHP Probe Estimate includes an itemized breakd	
	"To-the-Meter" Costs	Not Covered By the MHP Program	
Location	Responsible Party	Requested Service Modification	Estimate Cost
<b>"</b> E	Beyond-the-Meter" Co	sts Not Covered By the MHP Program	
Location	Responsible Party	Requested Service Modification	Estimate Cost

# Pacific Gas and

Electric Company'

MHP Owner/Operator:

# **MOBILEHOME PARK**

## **UTILITY UPGRADE CONVERSION PROGRAM**

## **AGREEMENT**

### Attachment E -

### **Costs That The MH-Owner is Responsible for** that is Not Covered Under The MHP Program

Project Name:	
Address:	
Request for service modification may be made by the owner of the mobilehome housing unit directly to the Utilities, where the MHP lots are owned by the residence the lot and as permitted by the MHP's Rules and Regulations. These modificat associated costs, would be the responsibility of the requesting MH resident and under PG&E's current applicable Tariffs. All other requests for service entrance rearrangements and upgrades not covered by the MHP Program must be mad Owner/Operator and documented in Attachment D.	lent residing on ions, and d will be handled e relocations,
The MHP Owner/Operator is responsible to collect any and all fees associated modifications that were requested on behalf of the MH residents where the MH by the resident and forward those payments to PG&E with this Agreement.	
A. Total Amount Due by MH Residents where the MHP lots are owned by the Service Modification and/or services not covered by the Program	resident for
1. Amount Due from MH Residents to PG&E	
<ul> <li>Amount due to PG&amp;E for "To-the-Meter" work not covered by the MHP Program.</li> </ul>	\$
Amount Due from MH Residents to the Contractor	
<ul> <li>Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MH Residents.</li> </ul>	\$
Total Owned by MH Residents for the MHP Program	\$
,	-

# Pacific Gas and Electric Company

# MOBILEHOME PARK UTILITY UPGRADE CONVERSION PROGRAM

### **AGREEMENT**

### Attachment E -

# **Costs That The MH-Owner is Responsible for that is Not Covered Under The MHP Program**

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

Location	Responsible Party	Requested Service Modification	Estimate Cost
	_		
	<u> </u>		
	_		
"В	Beyond-the-Meter" Co	sts Not Covered By the MHP Program	
"B	Responsible	sts Not Covered By the MHP Program  Requested Service Modification	Estimate Cost
	Responsible		Estimate
	Responsible		
	Responsible		
	Responsible		

#### Revised Cancelling Revised

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

34937-G 33771-G

Sheet 1

#### GAS PRELIMINARY STATEMENT PART DB MOBILE HOME PARK BALANCING ACCOUNT - GAS

#### DB. MOBILE HOME PARK BALANCING ACCOUNT - GAS (MHPBA-G)

- PURPOSE: The purpose of the Mobile Home Park Balancing Account Gas (MHPBA-G) is to record and recover the actual incurred costs of implementing the voluntary program to convert the gas master-meter/submeter service at mobile home parks and manufactured housing communities to direct service by PG&E, pursuant to Decision (D.) 14-03-021. The costs associated with the accounting entries in the MHPBA-G shall include incremental incurred expenses and both "to-the-meter" and "beyond-the-meter" costs. Pursuant to Ordering Paragraph (OP) 8, the incurred expenses shall be entered into program balancing account for recovery in the first year following cut over of service subject to reasonableness review. Actual construction costs for each MHP conversion shall be entered into a balancing account and recovered in the year immediately following service cut over for that MHP. Reasonableness review for "to-t-the-meter" cost will occur in PG&E's General Rate Case (GRC) proceedings, where these costs are included into the base rates. The review of the "beyond\_-the\_-meter" costs will occur in the first GRC after service cut over. This account will remain open and continue to record the ongoing MHP conversion costs and associated revenue requirements related to all completed projects until those projects are included in a GRC revenue requirement. Pursuant to OP 1 of Resolution E-4958, PG&E shall continue its MHP Utility Upgrade Pilot Program until the earlier date of either December 31, 2021, or the issuance of a Commission Decision for the continuation, expansion or modification of the program beyond December 31, 2020 in Rulemaking R.18-04-018, subject to the limitations in Ordering Paragraph 2 of Res. E-4958. Pursuant to OP 1 of D. 20-04-004, PG&E is offering Mobilehome Park Utility Conversion Program until the earlier date of December 31, 2030 or the issuance of a Commission Decision for the continuation, expansion or modification of the program.
- APPLICABILITY: The MHPBA-G shall apply to all customer classes, except for those schedules or contracts specifically excluded by the Commission.
- 3. REVISION DATE: Disposition of the balances in the MHPBA-G account shall be determined in the Annual Gas True-Up (AGT) advice filings, or as otherwise authorized by the Commission, through the Core Fixed Cost Account (CFCA) and Noncore Customer Class Charge Account (NCA) or other venues approved by the Commission.
- 4. RATES: The MHPBA-G does not have a rate component.
- ACCOUNTING PROCEDURE: PG&E shall maintain the MHPBA-G by making entries to this account at the end of each month as follows:
  - a) A debit entry equal to the incremental incurred expenses;
  - b) A debit entry equal to the capital-related revenue requirement, excluding Revenue Fees and Uncollectible (RF&U) accounts expense, related to the "to-the-meter" capital costs incurred. Capital-related revenue requirements include depreciation expense, the return on investment at a rate equivalent to PG&E's current authorized return on rate base, federal and state income taxes, and property taxes associated with the costs of installed equipment;
  - A debit entry equal to the revenue requirement, excluding RF&U, related to the "beyond-the—meter" costs incurred. The revenue requirement will include amortization expense, return on investment, and federal and state income taxes, associated with the costs of installed equipment. The "beyond\_the\_meter" costs are recorded as a regulatory asset and will be amortized over ten years, with a return on investment at a rate equivalent to PG&E's current authorized return on rate base;

## Revised Cancelling Revised

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

34938-G 33773-G

Sheet 1

#### **GAS RULE NO. 28**

MOBILEHOME PARK UTILITY CONVERSION UPGRADE PROGRAM

- A. PURPOSE: Pursuant to the California Public Utilities Commission's (CPUC or Commission) Decision (D.)14-03-021, Resolution E-4878, and Resolution E-4958 and (D.) 20-04-004, PG&E is offering the Mobilehome Park Utility Upgrade Conversion Program ("MHP Program") as a voluntary living pilot program to convert eligible master-metered sub metered gas service to direct service for Mobilehome Parks or Manufactured Housing Communities (MHP) spaces within PG&E's service territory. The MHP Program will conclude the earlier date of December 31, 203024 or the issuance of a Commission Decision for the continuation, expansion or modification of the program. Subject to the requirements set forth in this Rule and the program extension limitations set forth in Ordering Paragraph 1 and 3 of (D.) 20-04-004 2-of Resolution E-4958, all eligible sub\_metered spaces (including both "To-the-Meter" and "Beyond-the-Meter"), and eligible common use services within the entire MHP will be converted from master-metered natural gas distribution service to direct PG&E distribution and service (Distribution System).
- B. APPLICABILITY: The MHP Program is available to all eligible MHPs within PG&E's service territory as defined in Section 6C. Within the eligible MHPs, the only eligible Mobilehome spaces are those permitted by the California Department of Housing and Community Development (HCD) or its designated agency. Recreational vehicle parks and spaces are not eligible for the MHP Program.

#### C. PROGRAM ELIGIBILITY:

- 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. Receives natural gas through a utility owned master-meter, owns and operates the gas distribution system with at least a natural gas or electric associated sub meters, and furnishes natural gas to residents. In cases where only one service is sub-metered or non-sub metered the sub-metered service must be served by an Investor Owned Utility participating in the MHP Program.
  - b. Take natural gas service under one of the following rate schedules:
    - Gas Schedule GT
    - · Gas Schedule GTL
  - c. Operate under a current and valid license from the governmental entity with relevant authority.
  - d. If operated on leased real property, the land lease agreement must continue for a minimum of 20 years from the time that the MHP Agreement is executed by PG&E.
  - e. Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

(Continued)

Revised Cancelling Original

Cal. P.U.C. Sheet No.

33299-G 31773-G

Cal. P.U.C. Sheet No.

#### **GAS RULE NO. 28**

Sheet 2

#### MOBILEHOME PARK UTILITY CONVERSION UPGRADE PROGRAM

#### PROGRAM ELIGIBILITY: (Cont'd)

- MHP Owner/Operators who elect to participate in the MHP Program must comply with all general rules, rights and obligations as set forth in this Rule. In addition, MHP Program participants must complete and/or execute the following documents:
  - The CPUC's "Application for Conversion of Master Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation" ["CPUC's Form of Intent"]; and
  - The "Mobilehome Park Utility Conversion Program Application" ["MHP Application"] (Form 79-1164); and
  - The "Mobilehome Park Utility Upgrade Conversion Program Agreement" ["MHP Agreement"] (Form 79-1165).

#### MHP PROGRAM COMPONENTS:

1. CPUC's Form of Intent

CPUC's Form of Intent will be accepted January 1, 202115, through March 301, 202115 (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.

- Prioritization of CPUC's Form of Intent
  - CPUC's Form of Intent will be reviewed and prioritized as follows: (1) SED will prioritize MHPs that are gas only or dual system (gas and electric service), and (2) the California Department of Housing and Community Development (HCD) will prioritize MHPs that are electric only. MHPs whose CPUC's Form of Intent are accepted and prioritized by SED and HCD will be considered pre-qualified.
  - 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. Only MHPs prioritized as category 1 or 2 by SED will move to the next stage of the program. 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.
  - If a new MHP that is not currently on PG&E's list of MHPs (prioritized as category 1 or 2 by SED) is accepted into another participating utility's MHP Program, PG&E will allow this MHP to move to the next stage of PG&E's MHP Program, so long as PG&E's MHP Program is still substantially underway.

(Continued)

Advice 3822-G-A Decision 14-03-021 Date Filed **Effective** Resolution

March 28, 2017 September 28, 2017

#### **GAS RULE NO. 28**

Sheet 3

#### MOBILEHOME PARK UTILITY CONVERSION UPGRADE PROGRAM

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

#### 2. MHP Application

- a. After an MHP has been preliminarily contacted by PG&E to participate in the MHP Program, the MHP Owner/Operator will be provided with the MHP Application. The MHP Application requests additional information that the MHP Owner/Operator should provide to enable PG&E to commence the <u>planning and engineering and planning process</u> 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 the <u>planning and engineering and planning</u> 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, <u>agreed to</u> <u>qualificationsmeeting qualifications</u> and the <u>reasonable</u> 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 costs not covered by the MHP Program including planning, engineering and construction for rearrangements/relocation of facilities or addition of new gas facilities "Beyond-the-Meter" by the MHP Owner/Operator, 4) the execution of the MHP Agreement.

#### Construction

- a. PG&E will perform or select a qualified, licensed contractor to perform all necessary "To-the-Meter" construction, plumbing, and/or gas work as set forth in this Rule, and the MHP Agreement.
- b. In eCommon areas, conversions will be at the discretion of the SED. eConsistent with existing requirements for PG&E to safely and efficiently connect its service facilities with its natural gas main pipeline facilities, PG&E will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to PG&E's main pipeline facilities. The selected location shall be as close as practicable to the existing service delivery point(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations.
- c. The MHP Owner/Operator selected Contractor will perform all necessary "Beyondthe-Meter" construction, and/or gas plumbing as set forth in this Rule, and the MHP Agreement.

(Continued)

Advice 3500-G-C Decision 14-03-021

Date Filed Effective Resolution

#### San Francisco, California

#### **GAS RULE NO. 28**

Sheet 4

#### MOBILEHOME PARK UTILITY CONVERSION UPGRADE PROGRAM

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

#### 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 sub metered and non-sub metered discount will continue in full and will only cease at complete cutover of the entire system to direct service from PG&E.
- 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 "Tothe-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 <u>mobilehome owner (MH Owner)</u> 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 <u>owned and operated distribution sub</u> metered system (referred to as legacy systems), or the "Beyond-the-Meter" infrastructure installed during conversion. The MHP Owner/Operator will hold harmless, defend and indemnify the Utility from all causes of action or claims arising from or related to these systems.

#### 7. Safety

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

(Continued)

Advice 3500-G-C Decision 14-03-021

Date Filed Effective Resolution

#### **GAS RULE NO. 28**

Sheet 5

#### MOBILEHOME PARK UTILITY CONVERSION UPGRADE PROGRAM

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

#### Reimbursement to MHP Owner/Operator

PG&E will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for "Beyond-the-Meter" construction covered by the MHP Program. This shall include reasonable costs for converting to direct PG&E service buildings/structures and/or locations that serve as common areas for the MHP's residents and which currently receive utility service from the MHP's master-metered natural gas system.

For common areas that are approved at the discretion of the SED, consistent with existing requirements for PG&E to safely and efficiently connect its service facilities with its natural gas main pipeline facilities, PG&E will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to the PG&E mainline facilities. Moreover, the selected location shall be as close as practicable to the existing service delivery point(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations.

Beyond-the-Meter expenditures shall not include costs relating to any modification or retrofit of the Mobilehome, cost associated with service relocations, rearrangements, upgrades, or other service modification(s) by the MHP Owner/Operator and/or by the MHP residents beyond what is being provided by the MHP Program. For expenditures related to common areas, PG&E is not responsible for the installation, modification, and/or permitting of necessary MHP owned gas pipeline facilities, or other non-PG&E owned facilities necessary to accommodate gas riser installations. Moreover, PG&E is not responsible for any beyond-the-meter work necessary to connect the newly established service delivery points to existing delivery points whether such connections are external or internal to the building/structure. The amount eligible for reimbursement will be stated in the MHP Agreement.

#### Payment to PG&E

If applicable, any costs associated with <u>planning</u>, <u>engineering</u> and <u>construction for</u> 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 <u>construction engineering</u> phase to begin.

#### 10. Changes to the Mobilehome/Manufactured Home

Changes or modification to the individual mobilehome, including alteration to the utility connection that may be required to complete the conversion, must be authorized by the registered owner of the mobilehome prior to the alterations being made. Obtaining such authorization is the responsibility of the MHPebilehome Owner/Operator. Authorization from a resident who is not also the registered mobilehome owner is not sufficient.

(Continued)

Advice 3500-G-C Decision 14-03-021 Date Filed Effective Resolution

#### **GAS RULE NO. 28**

Sheet 6

#### MOBILEHOME PARK UTILITY CONVERSION UPGRADE PROGRAM

#### E. INTERACTION WITH OTHER TARIFFS:

#### MHP Residents

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

- a. <u>Gas Rules 7– Deposit:</u> 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. <u>CARE/FERA Program</u> 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.
- 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 postenrollment verification requirements of the Medical Baseline Rule.

#### 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 <a href="https://www.pge.com/tariffs">www.pge.com/tariffs</a>, with the following exceptions:

a. <u>Gas Rules 15 – Distribution Extension</u>: Because PG&E will design and install the new Distribution Line/Main Extension, at no cost to the MHP Owner/Operator, sections in Gas Rules 15 that cover applicant responsibilities or options are not applicable to MHP Owner/Operator while participating in the MHP Program. This may include, but is not limited to applicants': responsibilities; allowances; contributions or advances; refunds; and design and installation options.

(Continued)

Advice 3500-G-C Decision 14-03-021 Date Filed Effective Resolution

Revised Cancelling Original

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

32133-G 31778-G

GAS RULE NO. 28

Sheet 7

#### MOBILEHOME PARK UTILITY CONVERSION UPGRADE PROGRAM

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

- 2. MHP Owner/Operator(s) (Cont'd)
  - b. <u>Gas Rules 16 Service Extension</u>: Because PG&E will design and install the new Service Extension, at no cost to the MHP Owner/Operator, sections in Gas Rules 16 that cover applicant responsibilities or options are not applicable to MHP Owner/Operators while participating in the MHP Program. This may include, but is not limited to applicants': installation options, allowances and payment.

Because space for metering equipment and its associated working space are very limited in MHPs, the requirements of the Meter Location provision of Gas Rule 16 may be waived by the utility during MHP Program participation. In consultation with the MHP Owner/Operator, all meters and associated metering equipment under the MHP Program shall be located at a protected location in the park as designated and approved by PG&E.

#### F. DEFINITIONS and ACRONYMS:

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

- 1. MHP AGREEMENT The Mobilehome Park Utility <u>Upgrade Conversion Agreement</u> (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 new 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. Other than aspects related to reimbursement by utilities for the reasonable costs for their initial construction, Beyond-the-Meter facilities are solely the responsibility of the MHP Owner/Operator or the mobilehome owner. The mobilehome exterior line stub outlet will continue to be part of the mobilehome and be the responsibility of the MH-mobilehome Qowner.
- 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 CD of Decision14-03-021-D.20-04-004).
- 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.

Regulatory Affairs

(Continued)

Advice 3602-G Issued by
Decision Steven Malnight
Senior Vice President

Date Filed Effective Resolution

June 11, 2015 June 11, 2015

Revised Cancelling Original

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

32134-G 31779-G

GAS RULE NO. 28

Sheet 8

#### MOBILEHOME PARK UTILITY CONVERSION UPGRADE PROGRAM

- F. DEFINITIONS and ACRONYMS: (Cont'd)
  - 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.
  - MOBILEHOME PARK See Rule 1.
  - 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.
  - 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 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.
  - MHP APPLICATION The joint Utilities' Mobilehome Park Utility Upgrade Conversion Application (Form 79-1164).

Revised Cancelling Revised

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

44013-E 41091-E

Sheet 1

# ELECTRIC PRELIMINARY STATEMENT PART GH MOBILE HOME PARK BALANCING ACCOUNT - ELECTRIC

#### GH. MOBILE HOME PARK BALANCING ACCOUNT - ELECTRIC (MHPBA-E)

- PURPOSE: The purpose of the Mobile Home Park Balancing Account Electric (MHPBA-E) is to record and recover the actual incurred costs of implementing the voluntary program to convert the electric master-meter/submeter service at mobile home parks and manufactured housing communities to direct service by PG&E, pursuant to Decision (D.) 14-03-021. The costs associated with the accounting entries in the MHPBA-E shall include incremental incurred expenses and both "to-the-meter" and "beyond-the-meter" costs. Pursuant to Ordering Paragraph (OP) 8, the incurred expenses shall be entered into program balancing account for recovery in the first year following cut over of service subject to reasonableness review. Actual construction costs for each MHP conversion shall be entered into a balancing account and recovered in the year immediately following service cut over for that MHP. Reasonableness review of "to\_the\_meter" cost will occur in PG&E's General Rate Case (GRC) proceedings, where these costs are included into the base rates. The review of the "beyond-the-meter" costs will occur in the first GRC after service cut over. This account will remain open and continue to record the ongoing MHP conversion costs and associated revenue requirements related to all completed projects until those projects are included in a GRC revenue requirement. Pursuant to OP 1 of Resolution E-4958, PG&E shall continue its MHP Utility Upgrade Pilot Program until the earlier date of either December 31, 2021, or the issuance of a Commission Decision for the continuation, expansion or modification of the program beyond December 31, 2020 in Rulemaking R.18-04-018, subject to the limitations in Ordering Paragraph 2 of Res. E-4958. Pursuant to OP 1 of D. 20-04-004, PG&E is offering Mobilehome Park Utility Conversion Program until the earlier date of December 31, 2030 or the issuance of a Commission Decision for the continuation, expansion or modification of the program.
- APPLICABILITY: The MHPBA-E shall apply to all customer classes, except for those schedules or contracts specifically excluded by the Commission.
- REVISION DATE: Disposition of the balances in this account shall be determined in the Annual Electric True-Up (AET), through the Distribution Revenue Adjustment Mechanism (DRAM), or as otherwise authorized by the Commission. Disposition of the balances in the MHPBA-E account shall be determined in the Annual Electric True-Up (AET) advice filings, or as otherwise authorized by the Commission through the Distribution Revenue Adjustment Mechanism (DRAM), or other venues approved by the Commission
- 4. RATES: The MHPBA-E does not have a rate component.
- 5. ACCOUNTING PROCEDURE: PG&E shall maintain the MHPBA-E by making entries to this account at the end of each month as follows:
  - a) A debit entry equal to the incremental incurred expenses;
  - b) A debit entry equal to the capital-related revenue requirement, excluding Revenue Fees and Uncollectible (RF&U) accounts expense, related to the "to-the-meter" capital costs incurred. Capital-related revenue requirements include depreciation expense, the return on investment at a rate equivalent to PG&E's current authorized return on rate base, federal and state income taxes, and property taxes associated with the costs of installed equipment;
  - c) A debit entry equal to the revenue requirement, excluding RF&U, related to the "beyond-the-meter" costs incurred. The revenue requirement will include amortization expense, return on investment, and federal and state income taxes, associated with the costs of installed equipment. The "beyond-the-meter" costs are recorded as a regulatory asset and will be amortized over ten years, with a return on investment at a rate equivalent to PG&E's current authorized

Revised Cancelling Revised

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

Sheet 1

44013-E 41091-E

**ELECTRIC PRELIMINARY STATEMENT PART GH**MOBILE HOME PARK BALANCING ACCOUNT - ELECTRIC

return on rate base;

d) A debit or credit entry to transfer the balance to or from any other accounts as approved by the Commission; and

#### ELECTRIC PRELIMINARY STATEMENT PART GH MOBILE HOME PARK BALANCING ACCOUNT - ELECTRIC

Sheet 2

#### GH. MOBILE HOME PARK BALANCING ACCOUNT - ELECTRIC (MHPBA-E) (Cont'd.)

- 5. ACCOUNTING PROCEDURE: PG&E shall maintain the MHPBA-E by making entries to this account at the end of each month as follows: (Cont'd.)
  - A debit or credit entry to transfer the balance to or from any other accounts as approved by the Commission; and
  - e) An entry equal to the interest on the average of the balance in this account at the beginning of the month and the balance in this account after the above entries at a rate equal to one-twelfth the interest rate on three-month Commercial paper for the previous month, as reported in the Federal Reserve Statistical Release, H.15, or its successor.

(Continued)

Advice Decision 5160-E Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed Effective Resolution

October 13, 2017 October 13, 2017 E-4878

Revised Cancelling Revised

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

44014-E 41093-E

**ELECTRIC RULE NO. 28** 

Sheet 1

#### MOBILEHOME PARK UTILITY CONVERSIONUPGRADE PROGRAM

- A. PURPOSE: Pursuant to the California Public Utilities Commission's (CPUC or Commission) Decision (D.)14-03-021, Resolution E-4878, and Resolution E-4958 and as updated by (D.)20-04-004. PG&E is offering the Mobilehome Park Utility Upgrade-Conversion Program ("MHP Program") as a voluntary living pilot-program to convert eligible master-metered submetered electric service to direct service for Mobilehome Parks or Manufactured Housing Communities (MHP) spaces within PG&E's service territory. The MHP Program will conclude the earlier date of December 31, 203024 or the issuance of a Commission Decision for the continuation, expansion or modification of modifying -the program. Subject to the requirements set forth in this Rule and the program extension limitations set forth in Ordering Paragraph\_1 and 3 of (D.)20-04-0042 of Resolution E-4958, all eligible sub\_metered spaces (including both "To-the-Meter" and "Beyond-the-Meter"), and eligible common use services within the entire MHP will be converted from master-metered electric distribution service to direct PG&E distribution and service (Distribution System).
- B. APPLICABILITY: The MHP Program is available to all eligible MHPs within PG&E's service territory as defined in Section 6C. Within the eligible MHPs, the only eligible Mobilehome spaces are those permitted by the California Department of Housing and Community Development (HCD) or its designated agency. Recreational vehicle parks and spaces are not eligible for the MHP Program.

#### C. PROGRAM ELIGIBILITY:

- 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. Receives electricity through a utility owned master-meter, owns and operates the <u>electric</u> distribution system with at least a natural gas or electric associated submeters, and furnishes electricity to residents. In cases where only one service is sub\_metered or non-sub metered the sub\_metered service must be served by an Investor Owned Utility participating in the MHP Program.
  - b. Take electric service under one of the following rate schedules:
    - Electric Schedule ET
    - Electric Schedule ETL
  - c. Operate under a current and valid license from the governmental entity with relevant authority.
  - d. If operated on leased real property, the land lease agreement must continue for a minimum of 20 years from the time that the MHP Agreement is executed by PG&E.
  - e. Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

(Continued)

March 26, 2019

March 26, 2019

Revised Cancelling Original

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ELECTRIC RULE NO. 28 Sheet 2

## MOBILEHOME PARK UTILITY UPGRADE CONVERSION PROGRAM

#### C. PROGRAM ELIGIBILITY: (Cont'd)

- 2. MHP Owner/Operators who elect to participate in the MHP Program must comply with all general rules, rights and obligations as set forth in this Rule. In addition, MHP Program participants must complete and/or execute the following documents:
  - The CPUC's "Application for Conversion of Master Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation" ["CPUC's Form of Intent"]; and
  - The "Mobilehome Park Utility <u>Upgrade Conversion</u> Program Application" ["MHP Application"] (Form 79-1164); and
  - The "Mobilehome Park Utility Upgrade Conversion Program Agreement" ["MHP Agreement"] (Form 79-1165).

#### D. MHP PROGRAM COMPONENTS:

1. CPUC's Form of Intent

CPUC's Form of Intent will be accepted January 1, 2015201, through March 304, 202115 (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
  - CPUC's Form of Intent will be reviewed and prioritized as follows: (1) SED will
    prioritize MHPs that are gas only or dual system (gas and electric service), and
    (2) the California Department of Housing and Community Development (HCD)
    will prioritize MHPs that are electric only. MHPs whose CPUC's Form of Intent
    are accepted and prioritized by SED and HCD will be considered pre-qualified.
  - 2) PG&E will receive a list of pre-qualified MHP Initial Applications from SED and HCD. PG&E will then contact the MHPs with the highest priority to participate in the MHP program until the program goal is achieved. Only MHPs prioritized as category 1 or 2 by SED will move to the next stage of the program. 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.
  - 3) If a new MHP that is not currently on PG&E's list of MHPs (prioritized as category 1 or 2 by SED) is accepted into another participating utility's MHP Program, PG&E will allow this MHP to move to the next stage of PG&E's MHP Program, so long as PG&E's MHP Program is still substantially underway.

(Continued)

Advice 5033-E-A Decision 14-03-021

Date Filed Effective Resolution

March 28, 2017 September 28, 2017

#### **ELECTRIC RULE NO. 28**

Sheet 3

#### MOBILEHOME PARK UTILITY UPGRADE CONVERSION PROGRAM

#### MHP PROGRAM COMPONENTS: (Cont'd.)

#### MHP Application

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

#### 3. MHP Agreement

- After PG&E has engineered and planned the new MHP distribution system and PG&E has received the name of the MHP's Contractor meeting qualifications and the reasonable cost for the "Beyond-the-Meter" work, PG&E will prepare the MHP Agreement for signature.
- 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 costs not covered by the MHP Program including planning, engineering and construction for rearrangements/relocation of facilities or addition of new electric facilities "Beyond- the-Meter" by the MHP Owner/Operator, 4) the execution of the MHP Agreement.

#### Construction

- 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.
- In eCommon areas, conversions will be at the discretion of the -SED, eConsistent with existing requirements for PG&E to safely and efficiently connect its service facilities with its electric distribution facilities, PG&E will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to PG&E's main distribution facilities. The selected location shall be as close as practicable to the existing service delivery point(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations.
- 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.

(Continued)

Advice 4466-E-C Decision 14-03-021 Date Filed Effective Resolution

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#### **ELECTRIC RULE NO. 28**

Sheet 4

#### MOBILEHOME PARK UTILITY UPGRADE CONVERSION PROGRAM

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

#### 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 sub\_metered discount will continue in full and will only cease at complete cutover of the entire system to direct service from PG&E.
- 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 "Tothe-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 <u>mobilehome owner (MH Owner)</u> 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 <u>owned and operated distribution sub-metered</u>-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.

(Continued)

Advice 4466-E-C Decision 14-03-021

Date Filed Effective Resolution

#### **ELECTRIC RULE NO. 28**

Sheet 5

#### MOBILEHOME PARK UTILITY UPGRADE CONVERSION PROGRAM

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

#### 8. Reimbursement to MHP Owner/Operator

PG&E will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for "Beyond-the-Meter" construction covered by the MHP Program. This shall include reasonable costs for converting to direct PG&E service buildings/structures and/or locations that serve as common areas for the MHP's residents and which currently receive utility service from the MHP's master-metered system.

For common areas that are approved at the discretion of the -SED, consistent with existing requirements for PG&E to safely and efficiently connect its service facilities with its natural gas main pipelineelectric facilities, PG&E will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to the PG&E mainline facilities. Moreover, the selected location shall be as close as practicable to the existing service delivery point(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations.

Beyond-the-Meter expenditures shall not include costs relating to any modification or retrofit of the Mobilehome, costs associated with service relocations, rearrangements, upgrades, or other service modification(s) by the MHP Owner/Operator and/or by the MHP residents beyond what is being provided by the MHP Program. For expenditures related to common areas, PG&E is not responsible for the installation, modification, and/or permitting of necessary MHP owned electric facilities, or other non-PG&E owned facilities necessary to accommodate electric installations. Moreover, PG&E is not responsible for any beyond-the-meter work necessary to connect the newly established service delivery points to existing delivery points whether such connections are external or internal to the building/structure. The amount eligible for reimbursement will be stated in the MHP Agreement.

#### 9. Payment to PG&E

If applicable, any costs associated with <u>planning</u>, <u>engineering</u> and <u>construction for</u> 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 <u>construction engineering</u> phase to begin.

#### 10. Changes to the Mobilehome/Manufactured Home

Changes or modification to the individual mobilehome, including alternation to the utility connection that may be required to complete the conversion, must be authorized by the registered owner of the mobilehome prior to the alterations being made. Obtaining such authorization is the responsibility of the MHP-obilehome Owner/Operator. Authorization from a resident who is not also the registered mobilehome owner is not sufficient.

(Continued)

Advice 4466-E-C Decision 14-03-021

Date Filed Effective Resolution

#### **ELECTRIC RULE NO. 28**

Sheet 6

#### MOBILEHOME PARK UTILITY UPGRADE CONVERSION PROGRAM

#### 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 <a href="https://www.pge.com/tariffs">www.pge.com/tariffs</a>, with the following exceptions:

- a. <u>Electric Rules 7– Deposit</u>: 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. <u>CARE/FERA Program</u> 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.
- 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 postenrollment verification requirements of the Medical Baseline Rule.

#### 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 <a href="https://www.pge.com/tariffs">www.pge.com/tariffs</a>, with the following exceptions:

a. <u>Electric Rules 15 – Distribution Extension:</u> 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.

(Continued)

Advice 4466-E-C Decision 14-03-021

Date Filed Effective Resolution

Revised Cancelling Original

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

35416-E 34633-E

ELECTRIC RULE NO. 28 Sheet 7

### MOBILEHOME PARK UTILITY UPGRADE CONVERSION PROGRAM

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

- MHP Owner/Operator(s) (Cont'd)
  - b. <u>Electric Rules 16 Service Extension:</u> Because PG&E will design and install the new Service Extension, at no cost to the MHP Owner/Operator, sections in Electric Rules 16 that cover applicant responsibilities or options are not applicable to MHP Owner/Operators while participating in the MHP Program. This may include, but is not limited to applicants': installation options, allowances and payment.

Because space for metering equipment and its associated working space are very limited in MHPs, the requirements of the Meter Location provision of Electric Rule 16 may be waived by the utility during MHP Program participation. In consultation with the MHP Owner/Operator, all meters and associated metering equipment under the MHP Program shall be located at a protected location in the park as designated and approved by PG&E.

#### F. DEFINITIONS and ACRONYMS:

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

- 1. MHP AGREEMENT The Mobilehome Park Utility <u>Upgrade Conversion Agreement</u> (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. Other than aspects related to reimbursement by utilities for the reasonable costs for their initial construction, Beyond-the-Meter facilities are solely the responsibility of the MHP Owner/Operator or the mobilehome owner (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 DC of Decision 20-04-00414-03-021).
- 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.

(Continued)

Advice 4650-E Issued by Date Filed June 11, 2015
Decision Steven Malnight Effective June 11, 2015
Senior Vice President Resolution
Regulatory Affairs

Revised Cancelling Original

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

Sheet 8

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**ELECTRIC RULE NO. 28** 

# MOBILEHOME PARK UTILITY UPGRADE CONVERSION PROGRAM

#### DEFINITIONS and ACRONYMS: (Cont'd)

- 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.
- MOBILEHOME See Rule 1.
- 8. MOBILEHOME PARK – See Rule 1.
- 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.
- 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.
- SED California Public Utilities Commission's Safety and Enforcement Division: The SED has safety oversight of electric and communications facilities, natural gas and propane gas systems, railroads, light rail transit systems, and highway/rail crossings, licensing, consumer protection, and safety oversight of motor carriers of passengers, household goods, and water vessels, and regulatory oversight of hot air balloons and some air carriers.
- 13. SERVICE DELIVERY POINT (Electric) Where PG&E's Service Facilities are connected to either Applicant's conductor's or other service termination facility designated and approved by PG&E.
- 14. PG&E TO-THE-METER (Electric) Electric "To-the-Meter" facilities include all electrical facilities (e.g. cable, connectors, poles, transformers, switches, and meters) including the conduit and substructures necessary to complete the electrical distribution line and service extensions to the Service Delivery Point, and will be owned, maintained and operated by PG&E.
- 15. MHP APPLICATION The joint Utilities' Mobilehome Park Utility Upgrade-Conversion Application (Form 79-1164).

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

AT&T

Albion Power Company Alcantar & Kahl LLP

Alta Power Group, LLC Anderson & Poole

Atlas ReFuel BART

Barkovich & Yap, Inc.
California Cotton Ginners & Growers Assn
California Energy Commission
California Public Utilities Commission
California State Association of Counties
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Cenergy Power
Center for Biological Diversity

Chevron Pipeline and Power City of Palo Alto

City of San Jose
Clean Power Research
Coast Economic Consulting
Commercial Energy
Crossborder Energy
Crown Road Energy, LLC
Davis Wright Tremaine LLP
Day Carter Murphy

Dept of General Services Don Pickett & Associates, Inc. Douglass & Liddell Downey & Brand
East Bay Community Energy
Ellison Schneider & Harris LLP
Energy Management Service

GenOn Energy, Inc. Goodin, MacBride, Squeri, Schlotz & Ritchie Green Power Institute

Engineers and Scientists of California

Hanna & Morton ICF

**IGS Energy** 

International Power Technology Intestate Gas Services, Inc.

Kelly Group Ken Bohn Consulting Keyes & Fox LLP Leviton Manufacturing Co., Inc.

Los Angeles County Integrated Waste Management Task Force MRW & Associates Manatt Phelps Phillips Marin Energy Authority McKenzie & Associates

Modesto Irrigation District NLine Energy, Inc. NRG Solar

Office of Ratepayer Advocates OnGrid Solar Pacific Gas and Electric Company Peninsula Clean Energy Pioneer Community Energy

Redwood Coast Energy Authority Regulatory & Cogeneration Service, Inc. SCD Energy Solutions

SCE SDG&E and SoCalGas

SPURR
San Francisco Water Power and Sewer
Seattle City Light
Sempra Utilities
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Troutman Sanders LLP
Utility Cost Management
Utility Power Solutions
Water and Energy Consulting Wellhead
Electric Company
Western Manufactured Housing
Communities Association (WMA)
Yep Energy