

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE



October 6, 2021

Advice Letter 4453-G/6231-E, AL 4453-G-A/6231-E-A

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: Revision to the Butte County Mobilehome Park Rebuild Program Agreement
(Form 79-1201) for Mobilehome Park Owners/Operators in Butte County
Pursuant to Resolution E-5070 and Other Miscellaneous Update.**

Dear Mr. Jacobson:

Advice Letters 4453-G/6231-E, AL 4453-G-A/6231-E-A are effective as of September 14, 2021.

Sincerely,

A handwritten signature in dark ink, appearing to read "Edward Randolph".

Edward Randolph
Deputy Executive Director for Energy and Climate Policy/
Director, Energy Division



September 14, 2021

Advice 4453-G-A/6231-E-A

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Supplemental: Revision to the Butte County Mobilehome Park Rebuild Program Agreement (Form 79-1201) for Mobilehome Park Owners/Operators in Butte County Pursuant to Resolution E-5070 and Other Miscellaneous Update

Purpose

Pacific Gas and Electric Company (PG&E) submits this supplemental Tier 1 compliance advice letter to update its electric and gas tariffs – Butte County Mobilehome Park (MHP) Rebuild Program Agreement (Form 79-1201) pursuant to Resolution E-5070, Ordering Paragraph (OP) 17. At the request of the Commission's Energy Division, PG&E is including requirements from Ordering Paragraph 12 and 13 of Resolution E-5070 to Form 79-1201. This advice letter supplements the original advice letter (AL 4453-G/6231-E) in part to replace the updated agreement.

Background

As part of PG&E's Butte County Rebuild efforts, PG&E has created a program specifically for mobilehome parks affected by the Camp Fire that is fashioned after the Mobilehome Park (MHP) Utility Upgrade Program that will expedite the reestablishment of utility service to the mobilehome parks and provide direct utility service to the individual mobilehomes. PG&E also established the Butte County Mobilehome Park (MHP) Rebuild Program Agreement (Form 79-1201) for entry between PG&E and the mobilehome park Owner/Operator for PG&E to install, own and operate traditional utility services in mobilehome parks located in Butte County. This program is referred to herein as the MHP Rebuild Program.

Pursuant to the California Public Utilities Commission's (CPUC or Commission) Decision (D.)14-03-021, Resolutions E-4878 and E-4958, and now D. 20-04-004, PG&E is offering the Mobilehome Park Utility Upgrade Program ("MHP Program") as a 10-year program to convert eligible master-metered submetered Mobilehome Parks or Manufactured Housing Communities spaces within PG&E's service territory.

PG&E is working towards restoring services for facilities that were damaged or destroyed in the aftermath of the Camp fire by building new infrastructure to serve standing structures and to build infrastructure to the future needs of Butte County. This MHP Rebuild Program does not cover new developments – rather it is focused on restoring service and replacing facilities for MHPs that lost service or had electric and gas facilities damaged or destroyed due to the Camp Fire.

On July 2, 2019, PG&E submitted Advice 4116-G/5581-E to request authorization to establish a Butte County Mobilehome Park (MHP) Rebuild Program Agreement (Form 79-1201) for PG&E to install, own and operate traditional utility services in mobilehome parks located in Butte County.

On May 25, 2021, the CPUC issued Resolution E-5070 approving the Butte County Mobilehome Park Rebuild Program Agreement (Form 79-1201) with modifications.

Pursuant to Resolution E-5070, Ordering Paragraph 17, the CPUC directs PG&E to submit a Tier 1 supplemental compliance Advice Letter within 30 days of the effective date of the Resolution to update the Butte County Mobilehome Park Rebuild Program Agreement (Form 79-1201) in accordance with the requirements set forth in the Resolution.

On July 22, 2021, PG&E submitted a substitute sheet to make minor typographical corrections to the Butte County Mobilehome Park Rebuild Program Agreement (Form 79-1201).

On July 26, 2021, PG&E received Energy Division's request to include language from OP 12 and 13 of Resolution E-5070 to the Butte County Mobilehome Park Rebuild Program Agreement (Form 79-1201).

On August 30, 2021, PG&E met with representatives from the Commission who further requested that the language of the Butte County Mobilhome Park Rebuild Agreement (Form 79-1201) be modified.

Additional Tariff Revisions

This supplement Advice Letter adds two new subsection 6.1.5.1 and 6.1.5.2 to implement OP 12 and OP 13 of Resolution E-5070 in the Butte County MHP Rebuild Program Agreement (Form 79-1201).

6.1.5.1 PG&E shall evaluate the maximum number of 200 amp services that can be supported by the contemplated transformer and distribution infrastructure, and work with MHP Owner/Operator to the extent feasible to determine which spaces would most benefit from a 200 amp service, and allow for the installation of 200 amp rated pedestals and configuration of the secondary distribution system according to Rule 2 and Rule 16 to those spaces, to the extent feasible. PG&E shall 1) send a written

correspondence to the MHP owners stating the number of, and possible locations for the spaces which could be upgraded to 200 amp service and installations of 200 amp electric pedestals and annotate these locations on the MHP site layout drawings, and 2) invite the MHP owners to meet and discuss these findings in detail before PG&E can finalize their design.

During a meeting with the MHP owners, PG&E should discuss the cost to upgrade from 100 amp to 200 amp electric pedestal, cable and other equipment layout to avoid damaging to existing utility infrastructure, and explain to the MHP owners the needs and costs of any possible BTM upgrade that must be paid for by the MHP owner. The MHP Owner/Operator may then coordinate with their BTM contractor to procure and install 200 amp pedestals at identified service locations.

- 6.1.5.2 PG&E shall evaluate whether upgrades to the secondary distribution system would achieve load balance and enable a greater number of 200 amp services without necessitating a transformer upgrade and present feasible options to the MHP Owner/Operator. However, PG&E might also find during the design phase that a marginally increase in transformer sizes and quantities for a specific park application may be cost effective and yield considerable benefit to the MHP owner. PG&E shall also present this option to the MHP owner.

PG&E shall invite the MHP owners to meet and discuss the different layouts, configurations, marginal costs, and size options. These options also should be annotated in site layout drawings.

During the meeting between PG&E and the MHP owners indicated in Section 6.1.5.2 above, PG&E should discuss the estimated cost to upgrade from 100 amp to 200 amp electric pedestals, any increase in secondary trenching cost due to increase in trench size and backfill, the cost of upsizing splice boxes and cables beyond the service cable, subsurface installation of transformers to optimize space, cable and other equipment layout to avoid damaging to existing utility infrastructure, and explain to the MHP owners the needs and costs of any possible BTM upgrade that must be paid for by the MHP owner. The MHP Owner/Operator may then coordinate with their BTM contractor to procure and install 200 amp pedestals at identified service locations. Also, if applicable, broadband providers share of the cost for joint trench.

Protests

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

Effective Date

PG&E requests that this Tier 1 advice letter become effective September 14, 2021, which is the date of submittal.

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. 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 filings can also be accessed electronically at: <http://www.pge.com/tariffs/>.

_____/S/

Sidney Bob Dietz II
Director, Regulatory Relations

Attachments

- Attachment 1 – Clean Butte County Mobilehome Park (MHP) Rebuild Program Agreement (Form 79-1201)
- Attachment 2 – Redlined Butte County Mobilehome Park (MHP) Rebuild Program Agreement (Form 79-1201)

cc: David K. Lee, Energy Division, dkl@cpuc.ca.gov
Justin Regnier, Energy Division, Justin.Regnier@cpuc.ca.gov
William Go, Pacific Gas and Electric Company, WxGa@pge.com
Ben Moffat, Pacific Gas and Electric Company, B3MJ@pge.com
Yvonne Yang, Pacific Gas and Electric Company, QXY1@pge.com



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

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

Utility type:

☒ ELC ☒ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Annie Ho

Phone #: (415) 973-8794

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: AMHP@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 4453-G-A/6231-E-A

Tier Designation: 1

Subject of AL: Supplemental: Revision to the Butte County Mobilehome Park Rebuild Program Agreement (Form 79-1201) for Mobilehome Park Owners/Operators in Butte County Pursuant to Resolution E-5070 and Other Miscellaneous Update

Keywords (choose from CPUC listing): Compliance

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: E-5070

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

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

Confidential treatment requested? ☐ Yes ☒ 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: 9/14/21

No. of tariff sheets: 6

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

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

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

Tariff schedules affected: Gas Sample Form 79-1201, Electric Sample Form 79-1201

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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: EDTariffUnit@cpuc.ca.gov

Name: Sidney Bob Dietz II, 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:

Clear Form

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
37390-G**	Gas Sample Form No. 79-1201 Butte County Mobilehome Park (MHP) Rebuild Program Agreement Sheet 1	35122-G
37391-G**	GAS TABLE OF CONTENTS Sheet 1	37384-G
37392-G**	GAS TABLE OF CONTENTS Sheet 12	36778-G

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
51485-E**	Electric Sample Form No. 79-1201 Butte County Mobilehome Park (MHP) Rebuild Program Agreement Sheet 1	44698-E
51486-E**	ELECTRIC TABLE OF CONTENTS Sheet 1	51483-E
51487-E**	ELECTRIC TABLE OF CONTENTS Sheet 31	51254-E



Gas Sample Form No. 79-1201

Sheet 1

Butte County Mobilehome Park (MHP) Rebuild Program Agreement

**See Refer to Attached
Sample Form**

(Continued)

Advice 4453-G-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

September 14, 2021
September 14, 2021

BUTTE COUNTY MOBILEHOME PARK (MHP) REBUILD PROGRAM AGREEMENT (Form 79-1201)

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

RECITALS

WHEREAS, both PG&E and the MHP Owner/Operator seek to rebuild the utility infrastructure in the MHP identified in this Agreement.

The Parties agree as follows:

1. General Description of Agreement

1.1. Applicability:

- 1.1.1. The Butte County MHP Rebuild Program ("MHP Rebuild Program") is available to all eligible MHPs that were destroyed by the Camp Fire and were provided electric and/or gas service by PG&E prior to the fire. Only services previously provided by PG&E prior to the Camp Fire are eligible for the MHP Rebuild Program.
- 1.1.2. All eligible mobilehome parks affected by the Camp Fire are eligible for the MHP Rebuild Program and are not required to be prioritized or pre-qualified by the Safety Enforcement Division (SED) of the California Public Utilities Commission (CPUC).
- 1.1.3. In addition, only mobilehome spaces that are permitted by the California Department of Housing and Community Development (HCD) or its designated agency, common areas and any habitable/useable structure on the property pre-dating the fire are eligible for the MHP Rebuild Program. Recreational vehicle parks and spaces are not eligible for the MHP Rebuild Program.
- 1.1.4. Each participating MHP Owner who operates on leased real property shall submit proof of a valid lease for a minimum of 20 years from the date that the Butte County Mobilehome Park Rebuild Program Agreement is executed by PG&E.

- 1.2. This Agreement is a legally binding contract. The Parties agree to be bound by the terms and conditions set forth herein and incorporated herein by reference. This Agreement shall govern the installation of direct PG&E electric and/or gas distribution and service, including all registered Mobilehome Spaces (MH-Space), common areas, permanent buildings, and/or structures that were previously supplied PG&E utility service(s).

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

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

1.2.1. ☐ 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.

1.2.2. ☐ Electric ☐ Gas

- 1.3. The number of MH-Spaces that will be eligible for rebuild under the MHP Rebuild Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of residential MH-Spaces permitted by HCD or its designed agency, that previously received electric and/or gas service from PG&E.
- 1.4. The number of habitable/useable structure on the property that will be eligible for rebuild under the MHP Rebuild Program shall be equal to the number of structures that pre-date the fire that are deemed habitable by the local enforcement agency(s).
- 1.5. The MHP Owner/Operator must provide the following documents with the Agreement for the project to go forward: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) the final sign off from Butte County and/or other jurisdiction authorizing construction to proceed; and (3), only if required by PG&E, Plat Map of the mobile home park.
- 1.6. This Agreement has been submitted to 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 CPUC may direct from time to time in the exercise of its jurisdiction.

2. Representations

- 2.1. Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she is authorized to act as signatory for such Party in the execution of this Agreement.
- 2.2. Except as otherwise provided in this Agreement, 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.
- 2.3. Each Party shall: (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable regulations, laws, City and County ordinances and recognized professional standards.

3. Submittal of Agreements and Documents

- 3.1. Upon receipt of the Agreement, the MHP Owner/Operator will have thirty (30) days to sign and submit the Agreement to PG&E.
- 3.2. If requested by either party, a post engineering meeting can be requested prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the Contractor's bid to perform the "Beyond-the-Meter" work. PG&E encourages consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. PG&E reserves the right to withdraw the MHP space approval for the MHP, and may, at its option, remove the MHP from the queue of MHP's as specified in Section 10 of this Agreement.
- 3.3. Agreements and documents shall be mailed to:

Butte County MHP Rebuild Program
Pacific Gas and Electric Company
1850 Gateway Blvd, 3rd floor
Concord, CA 94520

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

- 4.1. MHP Owner/Operator shall select a qualified, licensed contractor to perform the "Beyond-the-Meter" work at the MHP and shall consult and coordinate with PG&E on such selection. The MHP Owner/Operator shall provide in Attachment B, attached hereto and incorporated herein, information about the selected contractor.
- 4.2. PG&E will reimburse the MHP Owner/Operator for the cost of the electric meter pedestal and for its installation by the contractor selected by the MHP Owner/Operator. "Beyond-the-Meter" reimbursement is limited to electric meter pedestals for HCD permitted mobilehome spaces. All additional "Beyond-the-Meter" work is the responsibility of the MHP Owner/Operator, or mobilehome resident, and not reimbursed by PG&E under the Butte County MHP Rebuild Program Agreement.

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)¹.

- 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 Rebuild 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 PG&E.
- 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 Rebuild 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 rebuild. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to PG&E the physical conditions at the work site, including as applicable, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; the

¹ * The Rules and Tariffs referred to in this schedule are part of PG&E’s Tariff Book. Copies are available at PG&E’s local offices and website at <http://www.pge.com/tariffs>



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

extent of established lines and levels.

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

Requests for service in this agreement covers services to individual mobile home spaces, services to any eligible habitable/ useable structure on the property and services to common use areas unless otherwise agreed to by PG&E in writing and specifically incorporated in this Agreement.

- 5.5.2.1. 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 Rebuild Program that were requested on behalf of the Owner and due to PG&E under the current Rules and Tariffs and forward those payments to PG&E.
- 5.5.2.2. “Beyond-the-Meter” service modifications that are not covered by the Rebuild 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.
- 5.5.2.3. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order that may require redesign and/or re-engineering. Additional redesigning and/or re-engineering costs will not be eligible for reimbursement from PG&E.
- 5.5.3. 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 are not limited to, storage sheds, decks, awnings, 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.
- 5.5.4. 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 for 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.
- 5.5.5. The MHP Owner/Operator will work with PG&E to place meter stakes for the contractor which the MHP Owner/Operator selected to install meters at locations that are compliant with PG&E’s standards. In the event where the MHP Owner/Operator is unable to work with PG&E to identify meter locations, MHP Owner/Operator will have to provide detailed, to scale, park layout

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

drawings that include future lot layout and meters will be set based on future building/ lot configurations by the owner. Once the Butte County MHP Rebuild is complete, subsequent meter location issues will be the responsibility of the MHP Owner/ Operator.

5.6. Existing Distribution System (Legacy System)

- 5.6.1. 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 Butte County MHP Rebuild Program.

5.7. Permits

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

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

The work performed by the MHP Owner/Operator's Contractor will include submittal of permits associated with all "Beyond-the-Meter" work to the agency with jurisdictional authority and such permits will be reimbursable under the MHP Rebuild Program.

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. Environmental, Endangered Species and Cultural Resources Review

- 5.8.1. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues are the sole responsibility of MHP Owner/Operator and must be addressed as required by the agency with jurisdictional authority. PG&E shall not assume remediation responsibility nor

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

bear any costs associated with any required remediation.

- 5.8.2. Any environmental, endangered species, and cultural resources issues that are identified during construction 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. Project completion is contingent on the MHP Owner/Operator resolving outstanding issues. To help avoid project delays, MHP Owner/Operator should make every effort to complete remediation within 90 days.

5.9. Outreach and Education

- 5.9.1. This section only applies to mobile home parks with residents present during the construction phase of the program.
- 5.9.2. If applicable, the MHP Owner/Operator or its representative (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.
- 5.9.3. If applicable, 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 Rebuild Program.
- 5.9.4. If applicable, the MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Rebuild Program that are intended for the MHP residents. The MHP Representative shall distribute the information to stakeholders in a timely manner in accordance with the MHP's Rules and Regulations.
- 5.9.5. If applicable, the MHP Owner/Operator must allow PG&E to directly contact any affected MHP residents during the project regarding the MHP Rebuild Program, account setup and other utility programs.
- 5.9.6. The MHP Representative shall ensure that the MHP Owner/Operator's 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 all requirements in this Agreement.
- 5.10.2. The MHP Owner/Operator shall work cooperatively with PG&E to resolve

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

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. Commissioning / Completion of the MHP Rebuild

- 5.11.1. Prior to commissioning, all jurisdictional authorities must inspect and approve installation of the "Beyond-the-Meter" work.
- 5.11.2. Commissioning 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. If requested by PG&E, the MHP Owner/Operator shall require Contractor to be available to perform joint commissioning with PG&E for the individual services within the MHP.

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.
- 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 Rebuild Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules.
- 6.1.5. PG&E will design and install the "To-the-Meter" facilities to accommodate a service equivalent to the previous service. If the previous electric service was less than 100 amperes, the utility will design and install "To-the-Meter" facilities to accommodate 100 ampere service as part of the MHP Rebuild Program. In addition, service cables from the splice box to the mobilehome electric pedestal shall be capable of safely providing 200 amperes to the mobilehome.

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

- 6.1.5.1. PG&E shall evaluate the maximum number of 200 amp services that can be supported by the contemplated transformer and distribution infrastructure, and work with MHP Owner/Operator to the extent feasible to determine which spaces would most benefit from a 200 amp service, and allow for the installation of 200 amp rated pedestals and configuration of the secondary distribution system according to Rule 2 and Rule 16 to those spaces, to the extent feasible. PG&E shall 1) send a written correspondence to the MHP owners stating the number of, and possible locations for the spaces which could be upgraded to 200 amp service and installations of 200 amp electric pedestals and annotate these locations on the MHP site layout drawings, and 2) invite the MHP owners to meet and discuss these findings in detail before PG&E can finalize their design.

During a meeting with the MHP owners, PG&E should discuss the cost to upgrade from 100 amp to 200 amp electric pedestal, cable and other equipment layout to avoid damaging to existing utility infrastructure, and explain to the MHP owners the needs and costs of any possible BTM upgrade that must be paid for by the MHP owner. The MHP Owner/Operator may then coordinate with their BTM contractor to procure and install 200 amp pedestals at identified service locations.

- 6.1.5.2. PG&E shall evaluate whether upgrades to the secondary distribution system would achieve load balance and enable a greater number of 200 amp services without necessitating a transformer upgrade and present feasible options to the MHP Owner/Operator. However, PG&E might also find during the design phase that a marginal increase in transformer sizes and quantities for a specific park application may be cost effective and yield considerable benefit to the MHP owner. PG&E shall also present this option to the MHP owner.

PG&E shall invite the MHP owners to meet and discuss the different layouts, configurations, marginal costs, and size options. These options also should be annotated in site layout drawings.

During the meeting between PG&E and the MHP owners indicated in Section 6.1.5.1 above, PG&E should discuss the estimated cost to upgrade from 100 amp to 200 amp electric pedestals, any increase in secondary trenching cost due to increase in trench size and backfill, the cost of upsizing splice boxes and cables beyond the service cable, subsurface installation of transformers to optimize space, cable and other equipment layout to avoid damaging to existing utility infrastructure, and explain to the MHP owners the needs and costs of any possible BTM upgrade that must be paid for by the MHP owner. The MHP Owner/Operator may then coordinate with their BTM contractor to procure and install 200 amp pedestals at identified service locations. Also, if applicable, broadband providers share of the cost for joint trench.

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

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 Rebuild Program will be handled under PG&E's current Rules and Tariffs.

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

6.2. 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 Rebuild 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 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 Rebuild Program.

6.4. Outreach and Education

This section only applies if residents are present during the construction phase of the program.

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

During the construction phase, PG&E will work with the MHP Representative to keep stakeholders 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 Information for the MHP residents 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.

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

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Rebuild 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 rebuild 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 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 owned by the MHPs and the system shall be abandoned in place unless removal is necessary and the MHP Owner’s permission has been obtained. PG&E shall ensure that the new and the existing legacy systems are both electrically and physically isolated from each other. PG&E shall not incur any expenses associated with the removal or retirement of the existing system owned by the MHP Owner/Operator under the MHP Rebuild program. Should removal of the legacy distribution system owned by the MHP Owner/Operator be necessary to complete the MHP Rebuild program, such costs may at PG&E’s discretion be included in the MHP Rebuild Program if it is necessary and can be done so efficiently.

6.6. Commissioning / Completion of Project

- 6.6.1. PG&E will own, operate, and maintain all “To-the-Meter” electric and/or gas distribution and service systems within the MHP. Upon completion of the project, 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 commissioning with PG&E for the individual services within the MHP.
- 6.6.3. PG&E will reimburse the MHP Owner/Operator for all qualifying “Beyond-the-Meter” work as summarized in Attachment C.

7. Safety

- 7.1. **IMPORTANCE OF SAFETY:** The Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Rebuild 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 Rebuild 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.

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 three (3) months of the execution of this Agreement; or
- 9.1.1.3. A legal action is placed against the MHP Owner/Operator which, in PG&E's opinion, may interfere with the performance of the MHP Rebuild.
- 9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:
- 9.1.2.1. Not be eligible for reimbursement for any "Beyond-the-Meter" work that did not result in a direct Utility service of an individual MH-Space; and
- 9.1.2.2. Repay in full to PG&E any reimbursements paid to the MHP Owner/Operator for partial work completed by its contractor.

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

- 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.

Cancelled MHP Agreement may, at the Utilities option, result in the removal the MHP from the MHP Rebuild Program. 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 Rebuild Program if directed to do so by the CPUC.

10. Costs Covered by the MHP Rebuild 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 Rebuild Program.
- 10.2. Requests for service entrance relocations, rearrangements, and upgrades are not covered under the MHP Rebuild Program.
- 10.3. Additional reasonable services for common use areas and any eligible habitable/useable structure that pre-date the fire on the property within the MHP that will be served under commercial rate schedules are eligible for inclusion in the MHP Rebuild Program. Except as expressly agreed herein, PG&E will not provide "Beyond-the-Meter" reimbursements for common area services or for other habitable/useable structure. Please see PG&E appendix on covered and non-covered cost (Attachment C).
- 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 Rebuild 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 Rebuild Program will not cover or reimburse costs for any modification or retrofit of the mobilehome or manufactured home.
- 10.5. PG&E will reimburse the MHP Owner/Operator for the cost of the electric meter pedestal and for its installation by the contractor selected by the MHP Owner/Operator. The installation locations of these pedestals must be compliant with PG&E's standards.
- 10.6. 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 commission has been completed and the entire MHP is ready to receive direct PG&E service. The installation and material for the electric pedestal is the only eligible scope for the "Beyond-the-Meter" work.

- 10.7. Invoices shall include a listing of MH-Spaces that completed commissioning, 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 Rebuild Program.

11. Nondisclosure

- 11.1. Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Without limiting the foregoing, Confidential Information shall also include information provided by the MHP Owner/Operator regarding the MHP residents. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information.
- 11.2. Notwithstanding the foregoing, Confidential Information may be disclosed to the CPUC and any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

12. Indemnification

- 12.1. MHP Owner/Operator shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, MHP

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

19. Pending Commission approval

This Agreement has been submitted to the California Public Utilities Commission (CPUC) for review and is pending CPUC approval. If the CPUC approves this Agreement without change, this executed Agreement will continue to be in effect according to the terms outlined in this Agreement. If the CPUC does modify this Agreement, the MHP Owner/Operator and PG&E agree that those changes will be automatically incorporated herein and MHP Owner/ Operator agrees to sign the new CPUC approved Agreement if requested by PG&E. If the request is made and the MHP Owner/Operator does not comply expeditiously, the rebuild may be paused by PG&E.

20. Signatures

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

Name of Mobilehome Park

Company Name of Owner/Operator

Signature

Print Name

Title

Date

Pacific Gas and Electric Company

Signature

Print Name

Title

Date



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT**
Attachment A
Documents and Declaration

A. Additional Documentation

The MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Butte County MHP Rebuild Program:

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

Please attach copies of the above required documents to this page (Attachment A – Required Documents) of the Butte County MHP Rebuild Program Agreement

B. Declaration of Non-Condemnation

As requested by PG&E, all MHPs participating in the MHP Rebuild Program must affirm that the Mobilehome Park is not subject to an enforceable condemnation order or to pending condemnation proceedings.

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

Name of Mobilehome Park

Authorized Signature

Company Name of Owner/Operator

Print Name

Date

Title



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment B
Contractor Selection**

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

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

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

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

- Contractor Name: _____
State Contractor License #: _____
Contact Person: _____
Title: _____
Address: _____
City: _____ State _____ ZIP: _____
Day Phone: _____
Cell Phone: _____
Fax: _____
Email Address _____

Total Estimated Cost to Perform all “Beyond-the-Meter”
work for the MHP (See Attachments C) \$ _____



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT**
Attachment B
Contractor Selection

Secondary Contractor (if required)

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



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Rebuild Project**

MHP Owner/Operator: _____

Project Name: _____

Address: _____

PG&E is offering the Butte County MHP Rebuild Program to rebuild directly served electric and/or gas distribution service within an eligible Mobilehome Park or Manufactured Housing Communities ("MHP") in Butte County, to direct PG&E service for each individual space within MHP.

PG&E direct 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 Rebuild Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of permitted residential MH-Space spaces identified on HCD's website. PG&E will include with the MHP Rebuild Program additional reasonable services for common use areas identified in Table C-1 within the MHP that will be served under commercial rate schedules and any eligible habitable/useable structure on the property.

Any service modifications and associated costs beyond what is being provided by the MHP Rebuild 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 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 Program

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment C

Estimated Costs for MHP Rebuild Project

Table C-1

	"To-the-Meter" Facilities and Equipment installed by PG&E Financially Responsible Party			"Beyond-the-Meter" Facilities and Equipment installed by Contractor Financially Responsible Party		
	Covered by MHP Rebuild Program	Rebuild Owner/ Operator	Requesting MH Owner	Reimbursed by MHP Rebuild Program	Rebuild Owner/ Operator	Requesting MH Owner
Service to Individual MH-Spaces (Beyond the meter reimbursement is limited to meter pedestals.)	X			X		
Service to Common Use Areas* and any habitable/useable structure on the property.	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 where the lots are not owned by the resident residing on the lot (leased or rented spaces).		X			X	
* Common Areas include laundry facilities, swimming pools, car wash stations, offices, pumphouses and club houses. Common Areas do not include new facilities such as commercial facilities, any non-HCD permitted residential facilities (such as new apartments, houses and bungalows), and any agricultural related facilities. ** This condition applies unless the MHP Owner/Operator can prove that a PG&E service >100 amperes was previously installed and in service prior to the Camp Fire.						



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Rebuild Project**

A. PG&E's Estimated "To-the-Meter" Project Costs Not Covered by the MHP Rebuild Program (To be completed by PG&E¹)

**Costs Not Covered
by the MHP Rebuild
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 Rebuild 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 Rebuild 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 MHP Rebuild Program

\$

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



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Rebuild Project**

B. MHP Owner/Operator's "Beyond-the-Meter" Project Costs (To be completed by the MHP Owner/Operator, Attach Contractor's Job Estimate to Attachment C)

	<u>Cost Covered by the MHP Rebuild Program</u>	<u>Costs Not Covered by the MHP Rebuild Program²</u>
Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.		
Materials:	\$ _____	\$ _____
Labor:	\$ _____	\$ _____
Electric System – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.		
Materials:	\$ _____	\$ _____
Labor:	\$ _____	\$ _____
Gas System – Includes, but is not limited to, houseline plumbing from the PG&E riser to the customer connection including labor and materials		
Materials:	\$ _____	\$ _____
Labor:	\$ _____	\$ _____
Other – Includes, but is not limited to, permits as provided by contractor	\$ _____	\$ _____
	_____	_____
MHP Owner/Operator's Total Estimated "Beyond-the-Meter" Project Costs	\$ _____	\$ _____
C. Estimated Cost for MHP Rebuild Project (A + B)	\$ _____	\$ _____
D. Number of MH-Spaces	_____	
E. Average Cost per MH-Space	\$ _____	\$ _____

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



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment D

Costs That the MHP Owner/Operator is Responsible for that is Not Covered Under the MHP Rebuild Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

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

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

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

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

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

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

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

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

\$ _____



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment D

Costs That the MHP Owner/Operator is Responsible for that is Not Covered Under the MHP Rebuild Program

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

"To-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment E

Costs That the MH Owner is Responsible for that is Not Covered Under the MHP Rebuild Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

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

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

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

1. Amount Due from MH Residents to PG&E

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

2. Amount Due from MH Residents to the Contractor

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

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



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment E

Costs That the MH Owner is Responsible for that is Not Covered Under the MHP Rebuild Program

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

"To-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost



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Advice 4453-G-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

September 14, 2021
September 14, 2021



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(T)

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Electric Sample Form No. 79-1201
Butte County Mobilehome Park (MHP) Rebuild Program Agreement

Sheet 1

**Please Refer to Attached
Sample Form**

(Continued)

Advice 6231-E-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

September 14, 2021
September 14, 2021

BUTTE COUNTY MOBILEHOME PARK (MHP) REBUILD PROGRAM AGREEMENT (Form 79-1201)

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

RECITALS

WHEREAS, both PG&E and the MHP Owner/Operator seek to rebuild the utility infrastructure in the MHP identified in this Agreement.

The Parties agree as follows:

1. General Description of Agreement

1.1. Applicability:

- 1.1.1. The Butte County MHP Rebuild Program ("MHP Rebuild Program") is available to all eligible MHPs that were destroyed by the Camp Fire and were provided electric and/or gas service by PG&E prior to the fire. Only services previously provided by PG&E prior to the Camp Fire are eligible for the MHP Rebuild Program.
- 1.1.2. All eligible mobilehome parks affected by the Camp Fire are eligible for the MHP Rebuild Program and are not required to be prioritized or pre-qualified by the Safety Enforcement Division (SED) of the California Public Utilities Commission (CPUC).
- 1.1.3. In addition, only mobilehome spaces that are permitted by the California Department of Housing and Community Development (HCD) or its designated agency, common areas and any habitable/useable structure on the property pre-dating the fire are eligible for the MHP Rebuild Program. Recreational vehicle parks and spaces are not eligible for the MHP Rebuild Program.
- 1.1.4. Each participating MHP Owner who operates on leased real property shall submit proof of a valid lease for a minimum of 20 years from the date that the Butte County Mobilehome Park Rebuild Program Agreement is executed by PG&E.

- 1.2. This Agreement is a legally binding contract. The Parties agree to be bound by the terms and conditions set forth herein and incorporated herein by reference. This Agreement shall govern the installation of direct PG&E electric and/or gas distribution and service, including all registered Mobilehome Spaces (MH-Space), common areas, permanent buildings, and/or structures that were previously supplied PG&E utility service(s).

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

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

1.2.1. ☐ 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.

1.2.2. ☐ Electric ☐ Gas

- 1.3. The number of MH-Spaces that will be eligible for rebuild under the MHP Rebuild Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of residential MH-Spaces permitted by HCD or its designed agency, that previously received electric and/or gas service from PG&E.
- 1.4. The number of habitable/useable structure on the property that will be eligible for rebuild under the MHP Rebuild Program shall be equal to the number of structures that pre-date the fire that are deemed habitable by the local enforcement agency(s).
- 1.5. The MHP Owner/Operator must provide the following documents with the Agreement for the project to go forward: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) the final sign off from Butte County and/or other jurisdiction authorizing construction to proceed; and (3), only if required by PG&E, Plat Map of the mobile home park.
- 1.6. This Agreement has been submitted to 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 CPUC may direct from time to time in the exercise of its jurisdiction.

2. Representations

- 2.1. Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she is authorized to act as signatory for such Party in the execution of this Agreement.
- 2.2. Except as otherwise provided in this Agreement, 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.
- 2.3. Each Party shall: (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable regulations, laws, City and County ordinances and recognized professional standards.

3. Submittal of Agreements and Documents

- 3.1. Upon receipt of the Agreement, the MHP Owner/Operator will have thirty (30) days to sign and submit the Agreement to PG&E.
- 3.2. If requested by either party, a post engineering meeting can be requested prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the Contractor's bid to perform the "Beyond-the-Meter" work. PG&E encourages consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. PG&E reserves the right to withdraw the MHP space approval for the MHP, and may, at its option, remove the MHP from the queue of MHP's as specified in Section 10 of this Agreement.
- 3.3. Agreements and documents shall be mailed to:

Butte County MHP Rebuild Program
Pacific Gas and Electric Company
1850 Gateway Blvd, 3rd floor
Concord, CA 94520

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

- 4.1. MHP Owner/Operator shall select a qualified, licensed contractor to perform the "Beyond-the-Meter" work at the MHP and shall consult and coordinate with PG&E on such selection. The MHP Owner/Operator shall provide in Attachment B, attached hereto and incorporated herein, information about the selected contractor.
- 4.2. PG&E will reimburse the MHP Owner/Operator for the cost of the electric meter pedestal and for its installation by the contractor selected by the MHP Owner/Operator. "Beyond-the-Meter" reimbursement is limited to electric meter pedestals for HCD permitted mobilehome spaces. All additional "Beyond-the-Meter" work is the responsibility of the MHP Owner/Operator, or mobilehome resident, and not reimbursed by PG&E under the Butte County MHP Rebuild Program Agreement.

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

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

(Rule 15 & 16)¹.

- 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 Rebuild 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 PG&E.
- 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 Rebuild 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 rebuild. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to PG&E the physical conditions at the work site, including as applicable, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; the

¹ * The Rules and Tariffs referred to in this schedule are part of PG&E’s Tariff Book. Copies are available at PG&E’s local offices and website at <http://www.pge.com/tariffs>



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

extent of established lines and levels.

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

Requests for service in this agreement covers services to individual mobile home spaces, services to any eligible habitable/ useable structure on the property and services to common use areas unless otherwise agreed to by PG&E in writing and specifically incorporated in this Agreement.

- 5.5.2.1. 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 Rebuild Program that were requested on behalf of the Owner and due to PG&E under the current Rules and Tariffs and forward those payments to PG&E.
- 5.5.2.2. “Beyond-the-Meter” service modifications that are not covered by the Rebuild 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.
- 5.5.2.3. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order that may require redesign and/or re-engineering. Additional redesigning and/or re-engineering costs will not be eligible for reimbursement from PG&E.
- 5.5.3. 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 are not limited to, storage sheds, decks, awnings, 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.
- 5.5.4. 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 for 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.
- 5.5.5. The MHP Owner/Operator will work with PG&E to place meter stakes for the contractor which the MHP Owner/Operator selected to install meters at locations that are compliant with PG&E’s standards. In the event where the MHP Owner/Operator is unable to work with PG&E to identify meter locations, MHP Owner/Operator will have to provide detailed, to scale, park layout

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

drawings that include future lot layout and meters will be set based on future building/ lot configurations by the owner. Once the Butte County MHP Rebuild is complete, subsequent meter location issues will be the responsibility of the MHP Owner/ Operator.

5.6. Existing Distribution System (Legacy System)

- 5.6.1. 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 Butte County MHP Rebuild Program.

5.7. Permits

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

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

The work performed by the MHP Owner/Operator's Contractor will include submittal of permits associated with all "Beyond-the-Meter" work to the agency with jurisdictional authority and such permits will be reimbursable under the MHP Rebuild Program.

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. Environmental, Endangered Species and Cultural Resources Review

- 5.8.1. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues are the sole responsibility of MHP Owner/Operator and must be addressed as required by the agency with jurisdictional authority. PG&E shall not assume remediation responsibility nor

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bear any costs associated with any required remediation.

- 5.8.2. Any environmental, endangered species, and cultural resources issues that are identified during construction 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. Project completion is contingent on the MHP Owner/Operator resolving outstanding issues. To help avoid project delays, MHP Owner/Operator should make every effort to complete remediation within 90 days.

5.9. Outreach and Education

- 5.9.1. This section only applies to mobile home parks with residents present during the construction phase of the program.
- 5.9.2. If applicable, the MHP Owner/Operator or its representative (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.
- 5.9.3. If applicable, 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 Rebuild Program.
- 5.9.4. If applicable, the MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Rebuild Program that are intended for the MHP residents. The MHP Representative shall distribute the information to stakeholders in a timely manner in accordance with the MHP's Rules and Regulations.
- 5.9.5. If applicable, the MHP Owner/Operator must allow PG&E to directly contact any affected MHP residents during the project regarding the MHP Rebuild Program, account setup and other utility programs.
- 5.9.6. The MHP Representative shall ensure that the MHP Owner/Operator's 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 all requirements in this Agreement.
- 5.10.2. The MHP Owner/Operator shall work cooperatively with PG&E to resolve

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

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. Commissioning / Completion of the MHP Rebuild

- 5.11.1. Prior to commissioning, all jurisdictional authorities must inspect and approve installation of the "Beyond-the-Meter" work.
- 5.11.2. Commissioning 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. If requested by PG&E, the MHP Owner/Operator shall require Contractor to be available to perform joint commissioning with PG&E for the individual services within the MHP.

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.
- 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 Rebuild Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules.
- 6.1.5. PG&E will design and install the "To-the-Meter" facilities to accommodate a service equivalent to the previous service. If the previous electric service was less than 100 amperes, the utility will design and install "To-the-Meter" facilities to accommodate 100 ampere service as part of the MHP Rebuild Program. In addition, service cables from the splice box to the mobilehome electric pedestal shall be capable of safely providing 200 amperes to the mobilehome.

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

- 6.1.5.1. PG&E shall evaluate the maximum number of 200 amp services that can be supported by the contemplated transformer and distribution infrastructure, and work with MHP Owner/Operator to the extent feasible to determine which spaces would most benefit from a 200 amp service, and allow for the installation of 200 amp rated pedestals and configuration of the secondary distribution system according to Rule 2 and Rule 16 to those spaces, to the extent feasible. PG&E shall 1) send a written correspondence to the MHP owners stating the number of, and possible locations for the spaces which could be upgraded to 200 amp service and installations of 200 amp electric pedestals and annotate these locations on the MHP site layout drawings, and 2) invite the MHP owners to meet and discuss these findings in detail before PG&E can finalize their design.

During a meeting with the MHP owners, PG&E should discuss the cost to upgrade from 100 amp to 200 amp electric pedestal, cable and other equipment layout to avoid damaging to existing utility infrastructure, and explain to the MHP owners the needs and costs of any possible BTM upgrade that must be paid for by the MHP owner. The MHP Owner/Operator may then coordinate with their BTM contractor to procure and install 200 amp pedestals at identified service locations.

- 6.1.5.2. PG&E shall evaluate whether upgrades to the secondary distribution system would achieve load balance and enable a greater number of 200 amp services without necessitating a transformer upgrade and present feasible options to the MHP Owner/Operator. However, PG&E might also find during the design phase that a marginal increase in transformer sizes and quantities for a specific park application may be cost effective and yield considerable benefit to the MHP owner. PG&E shall also present this option to the MHP owner.

PG&E shall invite the MHP owners to meet and discuss the different layouts, configurations, marginal costs, and size options. These options also should be annotated in site layout drawings.

During the meeting between PG&E and the MHP owners indicated in Section 6.1.5.1 above, PG&E should discuss the estimated cost to upgrade from 100 amp to 200 amp electric pedestals, any increase in secondary trenching cost due to increase in trench size and backfill, the cost of upsizing splice boxes and cables beyond the service cable, subsurface installation of transformers to optimize space, cable and other equipment layout to avoid damaging to existing utility infrastructure, and explain to the MHP owners the needs and costs of any possible BTM upgrade that must be paid for by the MHP owner. The MHP Owner/Operator may then coordinate with their BTM contractor to procure and install 200 amp pedestals at identified service locations. Also, if applicable, broadband providers share of the cost for joint trench.



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

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 Rebuild Program will be handled under PG&E's current Rules and Tariffs.

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

6.2. 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 Rebuild 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 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 Rebuild Program.

6.4. Outreach and Education

This section only applies if residents are present during the construction phase of the program.

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

During the construction phase, PG&E will work with the MHP Representative to keep stakeholders 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 Information for the MHP residents 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.

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

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Rebuild 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 rebuild 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 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 owned by the MHPs and the system shall be abandoned in place unless removal is necessary and the MHP Owner’s permission has been obtained. PG&E shall ensure that the new and the existing legacy systems are both electrically and physically isolated from each other. PG&E shall not incur any expenses associated with the removal or retirement of the existing system owned by the MHP Owner/Operator under the MHP Rebuild program. Should removal of the legacy distribution system owned by the MHP Owner/Operator be necessary to complete the MHP Rebuild program, such costs may at PG&E’s discretion be included in the MHP Rebuild Program if it is necessary and can be done so efficiently.

6.6. Commissioning / Completion of Project

- 6.6.1. PG&E will own, operate, and maintain all “To-the-Meter” electric and/or gas distribution and service systems within the MHP. Upon completion of the project, 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 commissioning with PG&E for the individual services within the MHP.
- 6.6.3. PG&E will reimburse the MHP Owner/Operator for all qualifying “Beyond-the-Meter” work as summarized in Attachment C.

7. Safety

- 7.1. **IMPORTANCE OF SAFETY:** The Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Rebuild 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 Rebuild 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.

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 three (3) months of the execution of this Agreement; or
- 9.1.1.3. A legal action is placed against the MHP Owner/Operator which, in PG&E's opinion, may interfere with the performance of the MHP Rebuild.
- 9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:
- 9.1.2.1. Not be eligible for reimbursement for any "Beyond-the-Meter" work that did not result in a direct Utility service of an individual MH-Space; and
- 9.1.2.2. Repay in full to PG&E any reimbursements paid to the MHP Owner/Operator for partial work completed by its contractor.

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

- 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.

Cancelled MHP Agreement may, at the Utilities option, result in the removal the MHP from the MHP Rebuild Program. 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 Rebuild Program if directed to do so by the CPUC.

10. Costs Covered by the MHP Rebuild 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 Rebuild Program.
- 10.2. Requests for service entrance relocations, rearrangements, and upgrades are not covered under the MHP Rebuild Program.
- 10.3. Additional reasonable services for common use areas and any eligible habitable/useable structure that pre-date the fire on the property within the MHP that will be served under commercial rate schedules are eligible for inclusion in the MHP Rebuild Program. Except as expressly agreed herein, PG&E will not provide "Beyond-the-Meter" reimbursements for common area services or for other habitable/useable structure. Please see PG&E appendix on covered and non-covered cost (Attachment C).
- 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 Rebuild 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 Rebuild Program will not cover or reimburse costs for any modification or retrofit of the mobilehome or manufactured home.
- 10.5. PG&E will reimburse the MHP Owner/Operator for the cost of the electric meter pedestal and for its installation by the contractor selected by the MHP Owner/Operator. The installation locations of these pedestals must be compliant with PG&E's standards.
- 10.6. 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 commission has been completed and the entire MHP is ready to receive direct PG&E service. The installation and material for the electric pedestal is the only eligible scope for the "Beyond-the-Meter" work.

- 10.7. Invoices shall include a listing of MH-Spaces that completed commissioning, 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 Rebuild Program.

11. Nondisclosure

- 11.1. Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Without limiting the foregoing, Confidential Information shall also include information provided by the MHP Owner/Operator regarding the MHP residents. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information.
- 11.2. Notwithstanding the foregoing, Confidential Information may be disclosed to the CPUC and any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

12. Indemnification

- 12.1. MHP Owner/Operator shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, MHP

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

19. Pending Commission approval

This Agreement has been submitted to the California Public Utilities Commission (CPUC) for review and is pending CPUC approval. If the CPUC approves this Agreement without change, this executed Agreement will continue to be in effect according to the terms outlined in this Agreement. If the CPUC does modify this Agreement, the MHP Owner/Operator and PG&E agree that those changes will be automatically incorporated herein and MHP Owner/ Operator agrees to sign the new CPUC approved Agreement if requested by PG&E. If the request is made and the MHP Owner/Operator does not comply expeditiously, the rebuild may be paused by PG&E.

20. Signatures

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

Name of Mobilehome Park

Company Name of Owner/Operator

Signature

Print Name

Title

Date

Pacific Gas and Electric Company

Signature

Print Name

Title

Date



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT**
Attachment A
Documents and Declaration

A. Additional Documentation

The MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Butte County MHP Rebuild Program:

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

Please attach copies of the above required documents to this page (Attachment A – Required Documents) of the Butte County MHP Rebuild Program Agreement

B. Declaration of Non-Condemnation

As requested by PG&E, all MHPs participating in the MHP Rebuild Program must affirm that the Mobilehome Park is not subject to an enforceable condemnation order or to pending condemnation proceedings.

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

Name of Mobilehome Park

Authorized Signature

Company Name of Owner/Operator

Print Name

Date

Title



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment B
Contractor Selection**

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

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

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

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

- Contractor Name: _____
State Contractor License #: _____
Contact Person: _____
Title: _____
Address: _____
City: _____ State _____ ZIP: _____
Day Phone: _____
Cell Phone: _____
Fax: _____
Email Address _____

Total Estimated Cost to Perform all “Beyond-the-Meter”
work for the MHP (See Attachments C) \$ _____



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT**
Attachment B
Contractor Selection

Secondary Contractor (if required)

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



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Rebuild Project**

MHP Owner/Operator: _____

Project Name: _____

Address: _____

PG&E is offering the Butte County MHP Rebuild Program to rebuild directly served electric and/or gas distribution service within an eligible Mobilehome Park or Manufactured Housing Communities ("MHP") in Butte County, to direct PG&E service for each individual space within MHP.

PG&E direct 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 Rebuild Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of permitted residential MH-Space spaces identified on HCD's website. PG&E will include with the MHP Rebuild Program additional reasonable services for common use areas identified in Table C-1 within the MHP that will be served under commercial rate schedules and any eligible habitable/useable structure on the property.

Any service modifications and associated costs beyond what is being provided by the MHP Rebuild 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 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 Program

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment C

Estimated Costs for MHP Rebuild Project

Table C-1

	"To-the-Meter" Facilities and Equipment installed by PG&E Financially Responsible Party			"Beyond-the-Meter" Facilities and Equipment installed by Contractor Financially Responsible Party		
	Covered by MHP Rebuild Program	Rebuild Owner/ Operator	Requesting MH Owner	Reimbursed by MHP Rebuild Program	Rebuild Owner/ Operator	Requesting MH Owner
Service to Individual MH-Spaces (Beyond the meter reimbursement is limited to meter pedestals.)	X			X		
Service to Common Use Areas* and any habitable/useable structure on the property.	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 where the lots are not owned by the resident residing on the lot (leased or rented spaces).		X			X	
* Common Areas include laundry facilities, swimming pools, car wash stations, offices, pumphouses and club houses. Common Areas do not include new facilities such as commercial facilities, any non-HCD permitted residential facilities (such as new apartments, houses and bungalows), and any agricultural related facilities. ** This condition applies unless the MHP Owner/Operator can prove that a PG&E service >100 amperes was previously installed and in service prior to the Camp Fire.						



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Rebuild Project**

A. PG&E's Estimated "To-the-Meter" Project Costs Not Covered by the MHP Rebuild Program (To be completed by PG&E¹)

**Costs Not Covered
by the MHP Rebuild
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 Rebuild 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 Rebuild 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 MHP Rebuild Program

\$

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



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Rebuild Project**

B. MHP Owner/Operator's "Beyond-the-Meter" Project Costs (To be completed by the MHP Owner/Operator, Attach Contractor's Job Estimate to Attachment C)

	<u>Cost Covered by the MHP Rebuild Program</u>	<u>Costs Not Covered by the MHP Rebuild Program²</u>
Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.		
Materials:	\$ _____	\$ _____
Labor:	\$ _____	\$ _____
Electric System – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.		
Materials:	\$ _____	\$ _____
Labor:	\$ _____	\$ _____
Gas System – Includes, but is not limited to, houseline plumbing from the PG&E riser to the customer connection including labor and materials		
Materials:	\$ _____	\$ _____
Labor:	\$ _____	\$ _____
Other – Includes, but is not limited to, permits as provided by contractor	\$ _____	\$ _____
	_____	_____
MHP Owner/Operator's Total Estimated "Beyond-the-Meter" Project Costs	\$ _____	\$ _____
C. Estimated Cost for MHP Rebuild Project (A + B)	\$ _____	\$ _____
D. Number of MH-Spaces	_____	
E. Average Cost per MH-Space	\$ _____	\$ _____

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



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment D

Costs That the MHP Owner/Operator is Responsible for that is Not Covered Under the MHP Rebuild Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

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

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

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

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

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

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

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

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

\$ _____



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT**

Attachment D

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

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

"To-the-Meter" Costs Not Covered by the MHP Rebuild Program

<u>Location</u>	<u>Responsible Party</u>	<u>Requested Service Modification</u>	<u>Estimated Cost</u>

"Beyond-the-Meter" Costs Not Covered by the MHP Rebuild Program

<u>Location</u>	<u>Responsible Party</u>	<u>Requested Service Modification</u>	<u>Estimated Cost</u>



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment E

Costs That the MH Owner is Responsible for that is Not Covered Under the MHP Rebuild Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

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

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

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

1. Amount Due from MH Residents to PG&E

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

2. Amount Due from MH Residents to the Contractor

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

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



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment E

Costs That the MH Owner is Responsible for that is Not Covered Under the MHP Rebuild Program

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

"To-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost



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<i>Advice</i>	6231-E-A	<i>Issued by</i>	<i>Submitted</i>	<u>September 14, 2021</u>
<i>Decision</i>		Robert S. Kenney	<i>Effective</i>	<u>September 14, 2021</u>
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Attachment 2

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BUTTE COUNTY MOBILEHOME PARK (MHP) REBUILD PROGRAM AGREEMENT (Form 79-1201)

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

RECITALS

WHEREAS, both PG&E and the MHP Owner/Operator seek to rebuild the utility infrastructure in the MHP identified in this Agreement.

The Parties agree as follows:

1. General Description of Agreement

1.1. Applicability:

1.1.1. The Butte County MHP Rebuild Program ("MHP Rebuild Program") is available to all eligible MHPs that were destroyed by the Camp Fire and were provided electric and/or gas service by PG&E prior to the fire. Only services previously provided by PG&E prior to the Camp Fire are eligible for the MHP Rebuild Program.

1.1.2. All eligible mobilehome parks affected by the Camp Fire are eligible for the MHP Rebuild Program and are not required to be prioritized or pre-qualified by the Safety Enforcement Division (SED) of the California Public Utilities Commission (CPUC).

1.1.3. In addition, only mobilehome spaces that are permitted by the California Department of Housing and Community Development (HCD) or its designated agency, common areas and any habitable/useable structure on the property pre-dating the fire are eligible for the MHP Rebuild Program. Recreational vehicle parks and spaces are not eligible for the MHP Rebuild Program.

1.1.3.1.1.4. Each participating MHP Owner who operates on leased real property shall submit proof of a valid lease for a minimum of 20 years from the date that the Butte County Mobilehome Park Rebuild Program Agreement is executed by PG&E.

1.2. This Agreement is a legally binding contract. The Parties agree to be bound by the terms and conditions set forth herein and incorporated herein by reference. This Agreement shall govern the installation of direct PG&E electric and/or gas distribution and service, including all registered Mobilehome Spaces (MH-Space), common areas, permanent buildings, and/or structures that were previously supplied PG&E utility service(s).__



BUTTE COUNTY MOBILEHOME PARK (MHP) REBUILD PROGRAM AGREEMENT (Form 79-1201)

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

4.1.4.1.2.1. ☐ Electric Only ☐ Gas Only ☐ Electric & Gas

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

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.

1.1.5.1.2.2. ☐ Electric ☐ Gas

1.2.1.3. Name of Utility: _____ The number of MH-Spaces that will be eligible for rebuild under the MHP Rebuild Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of residential MH-Spaces permitted by HCD or its designed agency, that previously received electric and/or gas service from PG&E.

1.3.1.4. The number of habitable/useable structure on the property that will be eligible for rebuild under the MHP Rebuild Program shall be equal to the number of structures that pre-date the fire that are deemed habitable by the local enforcement agency(s).

1.4.1.5. The MHP Owner/Operator must provide the following documents with the Agreement for the project to go forward: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) the final sign off from Butte County and/or other jurisdiction authorizing construction to proceed; and (3), only if required by PG&E, Plat Map of the mobile home park.

1.5.1.6. This Agreement has been submitted to 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 CPUC may direct from time to time in the exercise of its jurisdiction.

2. Representations

- 2.1. Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she is authorized to act as signatory for such Party in the execution of this Agreement.
- 2.2. Except as otherwise provided in this Agreement, 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.
- 2.3. Each Party shall: (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable regulations, laws, City and County ordinances and recognized professional standards.

3. Submittal of Agreements and Documents

- 3.1. Upon receipt of the Agreement, the MHP Owner/Operator will have thirty (30) days to sign and submit the Agreement to PG&E.

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

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

3.3. Agreements and documents shall be mailed to:

Butte County MHP Rebuild Program
Pacific Gas and Electric Company
1850 Gateway Blvd, 3rd floor
Concord, CA 94520

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

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

4.1.4.2. PG&E will reimburse the MHP Owner/Operator for the cost of the electric meter pedestal and for its installation by the contractor selected by the MHP Owner/Operator. "Beyond-the-Meter" reimbursement is limited to electric meter pedestals for HCD permitted mobilehome spaces. All additional "Beyond-the-Meter" work is the responsibility of the MHP Owner/Operator, or mobilehome resident, and not reimbursed by PG&E under the Butte County MHP Rebuild Program Agreement.

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)¹.

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

¹ * The Rules and Tariffs referred to in this schedule are part of PG&E's Tariff Book. Copies are available at PG&E's local offices and website at <http://www.pge.com/tariffs>

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

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 Rebuild 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 PG&E.

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 Rebuild 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 rebuild. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to PG&E the physical conditions at the work site, including as applicable, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; the extent of established lines and levels.

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

Requests for service in this agreement covers services to individual mobile home spaces, services to any eligible habitable/ useable structure on the property and services to common use areas unless otherwise agreed to by PG&E in writing and specifically incorporated in this Agreement.

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

- 5.5.2.1. 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 Rebuild Program that were requested on behalf of the Owner and due to PG&E under the current Rules and Tariffs and forward those payments to PG&E.
- 5.5.2.2. “Beyond-the-Meter” service modifications that are not covered by the Rebuild 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.
- 5.5.2.3. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order that may require redesign and/or re-engineering. Additional redesigning and/or re-engineering costs will not be eligible for reimbursement from PG&E.
- 5.5.3. 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 are not limited to, storage sheds, decks, awnings, 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.
- 5.5.4. 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 for 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.
- 5.5.5. The MHP Owner/Operator will work with PG&E to place meter stakes for the contractor which the MHP Owner/Operator selected to install meters at locations that are compliant with PG&E’s standards. In the event where the MHP Owner/Operator is unable to work with PG&E to identify meter locations, MHP Owner/Operator will have to provide detailed, to scale, park layout drawings that include future lot layout and meters will be set based on future building/ lot configurations by the owner. Once the Butte County MHP Rebuild is complete, subsequent meter location issues will be the responsibility of the MHP Owner/ Operator.

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

5.6. Existing Distribution System (Legacy System)

- 5.6.1. 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 Butte County MHP Rebuild Program.

5.7. Permits

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

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

The work performed by the MHP Owner/Operator's Contractor will include submittal of permits associated with all "Beyond-the-Meter" work to the agency with jurisdictional authority and such permits will be reimbursable under the MHP Rebuild Program.

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. Environmental, Endangered Species and Cultural Resources Review

- 5.8.1. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues are the sole responsibility of MHP Owner/Operator and must be addressed as required by the agency with jurisdictional authority. PG&E shall not assume remediation responsibility nor bear any costs associated with any required remediation.
- 5.8.2. Any environmental, endangered species, and cultural resources issues that are identified during construction will result in the immediate suspension of work at the MHP. The MHP Owner/Operator shall resolve these issues prior to work

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

resuming at the MHP. Project completion is contingent on the MHP Owner/Operation resolving outstanding issues. To help avoid project delays, MHP Owner/Operator should make every effort to complete remediation within 90 days.

5.9. Outreach and Education

- 5.9.1. This section only applies to mobile home parks with residents present during the construction phase of the program.
- 5.9.2. If applicable, the MHP Owner/Operator or its representative (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.
- 5.9.3. If applicable, 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 Rebuild Program.
- 5.9.4. If applicable, the MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Rebuild Program that are intended for the MHP residents. The MHP Representative shall distribute the information to stakeholders in a timely manner in accordance with the MHP's Rules and Regulations.
- 5.9.5. If applicable, the MHP Owner/Operator must allow PG&E to directly contact any affected MHP residents during the project regarding the MHP Rebuild Program, account setup and other utility programs.
- 5.9.6. The MHP Representative shall ensure that the MHP Owner/Operator's 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 all requirements in this Agreement.
- 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.

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

5.11. Commissioning / Completion of the MHP Rebuild

- 5.11.1. Prior to commissioning, all jurisdictional authorities must inspect and approve installation of the “Beyond-the-Meter” work.
- 5.11.2. Commissioning 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. If requested by PG&E, the MHP Owner/Operator shall require Contractor to be available to perform joint commissioning with PG&E for the individual services within the MHP.

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 Utility~~ design standards and applicable codes, regulations and requirements based on the most economic, convenient and efficient service route.
- 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 Rebuild Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules.

6.1.5. PG&E will design and install the “To-the-Meter” facilities to accommodate a service equivalent to the previous service. If the previous electric service was less than 100 amperes, the utility will design and install “To-the-Meter” facilities to accommodate 100 ampere service as part of the MHP Rebuild Program. **In addition, service cables from the splice box to the mobilehome electric pedestal shall be capable of safely providing 200 amperes to the mobilehome.**

6.1.5.1. PG&E shall evaluate the maximum number of 200 amp services that can be supported by the contemplated transformer and distribution infrastructure, and work with MHP Owner/Operator to the extent feasible to determine which spaces would most benefit from a 200 amp service, and allow for the installation of 200 amp rated pedestals and

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

configuration of the secondary distribution system according to Rule 2 and Rule 16 to those spaces, to the extent feasible. PG&E shall 1) send a written correspondence to the MHP owners stating the number of, and possible locations for the spaces which could be upgraded to 200 amp service and installations of 200 amp electric pedestals and annotate these locations on the MHP site layout drawings, and 2) invite the MHP owners to meet and discuss these findings in detail before PG&E can finalize their design.

During a meeting with the MHP owners, PG&E should discuss the cost to upgrade from 100 amp to 200 amp electric pedestal, cable and other equipment layout to avoid damaging to existing utility infrastructure, and explain to the MHP owners the needs and costs of any possible BTM upgrade that must be paid for by the MHP owner. The MHP Owner/Operator may then coordinate with their BTM contractor to procure and install 200 amp pedestals at identified service locations.

6.1.5.2. PG&E shall evaluate whether upgrades to the secondary distribution system would achieve load balance and enable a greater number of 200 amp services without necessitating a transformer upgrade and present feasible options to the MHP Owner/Operator. However, PG&E might also find during the design phase that a marginally increase in transformer sizes and quantities for a specific park application may be cost effective and yield considerable benefit to the MHP owner. PG&E shall also present this option to the MHP owner.

PG&E shall invite the MHP owners to meet and discuss the different layouts, configurations, marginal costs, and size options. These options also should be annotated in site layout drawings.

During the meeting between PG&E and the MHP owners indicated in Section 6.1.5.12 above, PG&E should discuss the estimated cost to upgrade from 100 amp to 200 amp electric pedestals, any increase in secondary trenching cost due to increase in trench size and backfill, the cost of upsizing splice boxes and cables beyond the service cable, subsurface installation of transformers to optimize space, cable and other equipment layout to avoid damaging to existing utility infrastructure, and explain to the MHP owners the needs and costs of any possible BTM upgrade that must be paid for by the MHP owner. The MHP Owner/Operator may then coordinate with their BTM contractor to procure and install 200 amp pedestals at identified service locations. Also, if applicable, broadband providers share of the cost for joint trench.

6.1.5.6.1.6. 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 Rebuild Program will be handled under PG&E's current Rules and

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Tariffs.

~~6.1.6.6.1.7.~~ 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.

6.2. 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 Rebuild 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 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 Rebuild Program.

6.4. Outreach and Education

This section only applies if residents are present during the construction phase of the program.

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

During the construction phase, PG&E will work with the MHP Representative to keep stakeholders 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:

"Information for the MHP residents 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.

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

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Rebuild 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 rebuild 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 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 owned by the MHPs and the system shall be abandoned in place unless removal is necessary and the MHP Owner’s permission has been obtained. PG&E shall ensure that the new and the existing legacy systems are both electrically and physically isolated from each other. PG&E shall not incur any expenses associated with the removal or retirement of the existing system owned by the MHP Owner/Operator MHP Owners under the MHP Rebuild program. Should removal of the legacy distribution system owned by the MHP Owner/Operator MHP owners be necessary to complete the MHP Rebuild program, such costs may at PG&E’s discretion be included in the MHP Rebuild Program if it is necessary and can be done so efficiently. 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 MHP Rebuild program. Should removal of the legacy distribution system be necessary to complete the MHP Rebuild program, such costs may at PG&E’s discretion be included in the MHP Rebuild Program if it is necessary and can be done so efficiently.~~

6.6. Commissioning / Completion of Project

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

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

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

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

7. Safety

- 7.1. IMPORTANCE OF SAFETY: The Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Rebuild 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,

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

- 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 Rebuild 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.

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 three (3) 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.~~ ~~9.1.1.3.~~ A legal action is placed against the MHP Owner/Operator which, in PG&E's opinion, may interfere with the performance of the

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

MHP Rebuild.

- 9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:
- 9.1.2.1. Not be eligible for reimbursement for any “Beyond-the-Meter” work that did not result in a direct Utility service of an individual MH-Space; and
 - 9.1.2.2. 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 Rebuild Program. 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 Rebuild Program if directed to do so by the CPUC.

10. Costs Covered by the MHP Rebuild 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 Rebuild Program.
- 10.2. Requests for service entrance relocations, rearrangements, and upgrades are not covered under the MHP Rebuild Program.
- 10.3. Additional reasonable services for common use areas and any eligible habitable/useable structure that pre-date the fire on the property within the MHP that will be served under commercial rate schedules are eligible for inclusion in the MHP Rebuild Program. Except as expressly agreed herein, PG&E will not provide “Beyond-the-Meter” reimbursements for common area services or for other habitable/useable structure. Please see PG&E appendix on covered and non-covered cost (Attachment C).
- 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 Rebuild 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

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

- the contractor and will reimburse the MHP Owner/Operator for all prudently occurred and reasonable construction expenditures. The Rebuild Program will not cover or reimburse costs for any modification or retrofit of the mobilehome or manufactured home.
- 10.5. PG&E will reimburse the MHP Owner/Operator for the cost of the electric meter pedestal and for its installation by the contractor selected by the MHP Owner/Operator. The installation locations of these pedestals must be compliant with PG&E's standards.
- 10.6. 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 commission has been completed and the entire MHP is ready to receive direct PG&E service. The installation and material for the electric pedestal is the only eligible scope for the "Beyond-the-Meter" work.
- ~~10.7.~~ Invoices shall include a listing of MH-Spaces that completed commissioning, 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 Rebuild Program.

10.7.

11. Nondisclosure

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

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

12. Indemnification

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

19. Pending Commission approval

This Agreement has been submitted to the California Public Utilities Commission (CPUC) for review and is pending CPUC approval. If the CPUC approves this Agreement without change, this executed Agreement will continue to be in effect according to the terms outlined in this Agreement. If the CPUC does modify this Agreement, the MHP Owner/Operator and PG&E agree that those changes will be automatically incorporated herein and MHP Owner/ Operator agrees to sign the new CPUC approved Agreement if requested by PG&E. If the request is made and the MHP Owner/Operator does not comply expeditiously, the rebuild may be paused by PG&E.

20. Signatures

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

Name of Mobilehome Park

Company Name of Owner/Operator

Signature

Print Name

Pacific Gas and Electric Company

Signature

Print Name



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Title

Title

Date

Date



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT**
Attachment A
Documents and Declaration

A. Additional Documentation

The MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Butte County MHP Rebuild Program:

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

Please attach copies of the above required documents to this page (Attachment A – Required Documents) of the Butte County MHP Rebuild Program Agreement

B. Declaration of Non-Condemnation

As requested by PG&E, all MHPs participating in the MHP Rebuild Program must affirm that the Mobilehome Park is not subject to an enforceable condemnation order or to pending condemnation proceedings.

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

Name of Mobilehome Park

Authorized Signature

Company Name of Owner/Operator

Print Name

Date

Title



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment B
Contractor Selection**

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

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

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

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

- Contractor Name: _____
State Contractor License #: _____
Contact Person: _____
Title: _____
Address: _____
City: _____ State _____ ZIP: _____
Day Phone: _____
Cell Phone: _____
Fax: _____
Email Address _____

Total Estimated Cost to Perform all “Beyond-the-Meter”
work for the MHP (See Attachments C) \$ _____



BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment B
Contractor Selection

Secondary Contractor (if required)

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



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Rebuild Project**

MHP Owner/Operator: _____

Project Name: _____

Address: _____

PG&E is offering the Butte County MHP Rebuild Program to rebuild directly served electric and/or gas distribution service within an eligible Mobilehome Park or Manufactured Housing Communities ("MHP") in Butte County, to direct PG&E service for each individual space within MHP.

PG&E direct 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 Rebuild Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of permitted residential MH-Space spaces identified on HCD's website. PG&E will include with the MHP Rebuild Program additional reasonable services for common use areas identified in Table C-1 within the MHP that will be served under commercial rate schedules and any eligible habitable/useable structure on the property.

Any service modifications and associated costs beyond what is being provided by the MHP Rebuild 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 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 Program

BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment C

Estimated Costs for MHP Rebuild Project

Table C-1

	"To-the-Meter" Facilities and Equipment installed by PG&E Financially Responsible Party			"Beyond-the-Meter" Facilities and Equipment installed by Contractor Financially Responsible Party		
	Covered by MHP Rebuild Program	Rebuild Owner/ Operator	Requesting MH Owner	Reimbursed by MHP Rebuild Program	Rebuild Owner/ Operator	Requesting MH Owner
Service to Individual MH-Spaces (Beyond the meter reimbursement is limited to meter pedestals.)	X			X		
Service to Common Use Areas* and any habitable/useable structure on the property.	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 where the lots are not owned by the resident residing on the lot (leased or rented spaces).		X			X	
* Common Areas include laundry facilities, swimming pools, car wash stations, offices, pumphouses and club houses. Common Areas do not include new facilities such as commercial facilities, any non-HCD permitted residential facilities (such as new apartments, houses and bungalows), and any agricultural related facilities. ** This condition applies unless the MHP Owner/Operator can prove that a PG&E service >100 amperes was previously installed and in service prior to the Camp Fire.						



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Rebuild Project**

A. PG&E's Estimated "To-the-Meter" Project Costs Not Covered by the MHP Rebuild Program (To be completed by PG&E¹)

**Costs Not Covered
by the MHP Rebuild
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 Rebuild 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 Rebuild 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 MHP Rebuild Program

\$

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



**BUTTE COUNTY MHP
REBUILD PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Rebuild Project**

B. MHP Owner/Operator's "Beyond-the-Meter" Project Costs (To be completed by the MHP Owner/Operator, Attach Contractor's Job Estimate to Attachment C)

	<u>Cost Covered by the MHP Rebuild Program</u>	<u>Costs Not Covered by the MHP Rebuild Program²</u>
Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.		
Materials:	\$ _____	\$ _____
Labor:	\$ _____	\$ _____
Electric System – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.		
Materials:	\$ _____	\$ _____
Labor:	\$ _____	\$ _____
Gas System – Includes, but is not limited to, houseline plumbing from the PG&E riser to the customer connection including labor and materials		
Materials:	\$ _____	\$ _____
Labor:	\$ _____	\$ _____
Other – Includes, but is not limited to, permits as provided by contractor	\$ _____	\$ _____
	_____	_____
MHP Owner/Operator's Total Estimated "Beyond-the-Meter" Project Costs	\$ _____	\$ _____
C. Estimated Cost for MHP Rebuild Project (A + B)	\$ _____	\$ _____
D. Number of MH-Spaces	_____	
E. Average Cost per MH-Space	\$ _____	\$ _____

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



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment D

Costs That the MHP Owner/Operator is Responsible for that is Not Covered Under the MHP Rebuild Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

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

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

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

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

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

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

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

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

\$ _____



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment D

Costs That the MHP Owner/Operator is Responsible for that is Not Covered Under the MHP Rebuild Program

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

"To-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment E

Costs That the MH Owner is Responsible for that is Not Covered Under the MHP Rebuild Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

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

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

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

1. Amount Due from MH Residents to PG&E

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

2. Amount Due from MH Residents to the Contractor

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

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



BUTTE COUNTY MHP REBUILD PROGRAM AGREEMENT

Attachment E

Costs That the MH Owner is Responsible for that is Not Covered Under the MHP Rebuild Program

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

"To-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond-the-Meter" Costs Not Covered by the MHP Rebuild Program

Location	Responsible Party	Requested Service Modification	Estimated Cost

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

AT&T	East Bay Community Energy Ellison	Pioneer Community Energy
Albion Power Company	Schneider & Harris LLP Energy	Public Advocates Office
	Management Service	
Alta Power Group, LLC	Engineers and Scientists of California	Redwood Coast Energy Authority
Anderson & Poole		Regulatory & Cogeneration Service, Inc.
		SCD Energy Solutions
Atlas ReFuel	GenOn Energy, Inc.	San Diego Gas & Electric Company
BART	Goodin, MacBride, Squeri, Schlotz & Ritchie	
	Green Power Institute	SPURR
Barkovich & Yap, Inc.	Hanna & Morton	San Francisco Water Power and Sewer
California Cotton Ginners & Growers Assn	ICF	Sempra Utilities
California Energy Commission	IGS Energy	
	International Power Technology	Sierra Telephone Company, Inc.
California Hub for Energy Efficiency	Intestate Gas Services, Inc.	Southern California Edison Company
Financing	Kelly Group	Southern California Gas Company
California Alternative Energy and	Ken Bohn Consulting	Spark Energy
Advanced Transportation Financing	Keyes & Fox LLP	Sun Light & Power
Authority	Leviton Manufacturing Co., Inc.	Sunshine Design
California Public Utilities Commission		Tecogen, Inc.
Calpine	Los Angeles County Integrated	TerraVerde Renewable Partners
	Waste Management Task Force	Tiger Natural Gas, Inc.
Cameron-Daniel, P.C.	MRW & Associates	
Casner, Steve	Manatt Phelps Phillips	TransCanada
Cenergy Power	Marin Energy Authority	Utility Cost Management
Center for Biological Diversity	McKenzie & Associates	Utility Power Solutions
		Water and Energy Consulting Wellhead
Chevron Pipeline and Power	Modesto Irrigation District	Electric Company
City of Palo Alto	NLine Energy, Inc.	Western Manufactured Housing
	NRG Solar	Communities Association (WMA)
City of San Jose		Yep Energy
Clean Power Research	OnGrid Solar	
Coast Economic Consulting	Pacific Gas and Electric Company	
Commercial Energy	Peninsula Clean Energy	
Crossborder Energy		
Crown Road Energy, LLC		
Davis Wright Tremaine LLP		
Day Carter Murphy		
Dept of General Services		
Don Pickett & Associates, Inc.		
Douglass & Liddell		