

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

Company name/CPUC Utility No. **Liberty Utilities (CalPeco Electric) LLC (U 933-E)**

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person for questions and approval letters: Ken Wittman

Phone #: 530-543-5267

E-mail: Ken.Wittman@libertyutilities.com

EXPLANATION OF UTILITY TYPE

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **37-E**

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

Tier Designation: 1 2 3

Keywords (choose from CPUC listing):

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

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

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL _____

Summarize differences between the AL and the prior withdrawn or rejected AL¹: _____

Resolution Required? Yes No

Requested effective date: August 29, 2014

No. of tariff sheets: 56

Estimated system annual revenue effect: (%)

Estimated system average rate effect (%)

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: **MOBILEHOME PARK CONVERSION PROGRAM**

Service affected and changes proposed¹:

Pending advice letters that revise the same tariff sheets:

All other correspondence regarding this AL shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Ave.,
San Francisco, CA 94102
edtariffunit@cpuc.ca.gov

Utility Info (including e-mail)
Liberty Utilities (CalPeco Electric) LLC
Attention: Advice Letter Protests
933 Eloise Avenue
South Lake Tahoe, CA 96150
Email: ken.wittman@libertyutilities.com

¹ Discuss in AL if more space is needed.



Liberty Utilities (CalPeco Electric) LLC
933 Eloise Avenue
South Lake Tahoe, CA 96150
Tel: 800-782-2506
Fax: 530-544-4811

VIA EMAIL AND HAND-DELIVERY

July 30, 2014

**Advice Letter 37-E
(U 933-E)**

Public Utilities Commission of the State of California
Attn: Edward Randolph, Director, Energy Division
Energy Division, 4th Floor
505 Van Ness Avenue
San Francisco, CA 94102-3298

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

Purpose

Pursuant to Decision (“D.”) 14-03-021, Ordering Paragraph (“OP”) 9, Liberty Utilities (CalPeco Electric) LLC (“Liberty Utilities”) hereby submits for filing its Electric Rule 23 and associated documents, to establish a voluntary mobilehome park conversion program. The tariff sheets are attached hereto as Attachment 1.

Background

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

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

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

Tariff Additions

Mobilehome Park Conversion Program (Electric Rule 23)

Electric Rule 23 (MHP Rules) is a consensus document that was developed by all the Utilities participating in the program and outlines the general provisions of the MHP Program. The MHP Rule describes the applicability and eligibility requirements of the program, the program components that are referenced and described in the Decision, and the interactions with other current tariffs.

In transitioning MHP residents to direct utility service, certain standard provisions will be waived. For example, as ordered in the D.14-03-021, new customer's credit checks and service deposits will be waived during the initial set up process for the mobilehome residents. Similarly, existing MHP residents who participate in the California Alternate Rates for Energy (CARE) and/or Family Electric Rate Assistance (FERA) programs through the MHP master-meter/submeter distribution system and become customers of Liberty Utilities through the MHP Program will be deemed "grandfathered" into the respective program without having to recertify or reapply. In addition, existing MHP residents who receive a medical baseline allowances through the MHP master-meter/submeter distribution system and become customers of Liberty Utilities through the MHP Program will be deemed "grandfathered" and will continue to receive the same medical baseline allowances without having to recertify or reapply.

Joint Utilities' MHP Conversion Program Application (Utilities' MHP Application) (Form 14-0700)

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

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

In addition, the Utilities' MHP Application asks for additional documents relevant to the MHP, such as: "as-built" drawing and maps of existing utility services, site plan of the common facilities in the MHP, existing easements and right-of-ways, and a list of MHP residents. The application also explains the next steps of the program and the deadlines for submitting the Application.

Mobilehome Park Conversion Program Agreement (MHP Agreement) (Form 14-0710)

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

Additional MHP Program Components

As directed by D.14-03-02, Liberty Utilities and the participating Utilities have been working with the CPUC's Safety Enforcement Division ("SED"), as well as California's Department of Housing Community Development ("HCD") to develop the MHP Program. A conference call was held on June 12, 2014, and an all-day in-person meeting was convened on July 11, 2014, to discuss the development of the MHP Program and associated tariffs. In addition to the components of the pilot program that were described in the Decision, Liberty Utilities proposes to implement the following recommendations that were made by SED and HCD during the meeting:

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

eligible for the MHP Conversion Program, and may potentially include those in most need of the conversion, while providing reasonable protection for ratepayer assets. This requirement is included in Attachment A of the MHP Agreement.

- While Decision 14-03-021 does not specifically address this question, it clearly calls for flexibility and best efforts to meet specific goals and target dates and refers to the concept of a “living pilot” program. As a “living pilot”, the Decision establishes targets, but also seeks to better understand the realities and complexities related to system conversions; SED and the Utilities agreed that any project that starts construction in 2017 would be allowed to finish and Liberty Utilities will be able to seek recovery, even for projects completed in 2018.
- Liberty Utilities will coordinate our efforts with the other participating Utilities on projects that are served by dual Utilities. As discussed with SED, the Utilities will have flexibility to exceed the 10% conversion goal if it enables another Utility to meet their 10% goal. Prioritization of the projects will be gas-driven, with the Utility that provides gas service taking the lead for the project.
- As stated in Section 7.5.2 of Liberty Utilities’ MHP Agreement, Liberty Utilities will consult and coordinate conversion activities with other utilities that may also serve the MHP, including municipal utilities, water, cable and telecommunication providers, to promote efficiency and avoid unnecessary disruption and/or costs. As requested by SED, Liberty Utilities’ communication plans with telecommunications and/or municipal utility providers in our territory will include at a minimum the following activities:
 - Liberty Utilities will initiate a series of meetings with the municipal utilities, cable and telecom companies to introduce the MHP Program and to answer any related questions. Liberty Utilities will then request “Notices of Interest in the MHP Program” from the various parties wishing to participate in the undergrounding of their facilities through common trenching arrangements with Liberty Utilities while the MHP is being converted.
 - Utility companies, who have signed a “Notice of Interest in the MHP Program” will be notified of the MHP(s) in their territory who have submitted the Utilities’ MHP Application and will be asked to commit to the joint trenching within MHP.

During the Engineering, Planning and Construction phases of the MHP project, Liberty Utilities will work with the other utilities to arrange and coordinate the construction activities as much as possible without jeopardizing our ability to meet MHP Program timelines. Liberty Utilities will follow our current joint trench construction procedures and practices as we work with the other Utilities to convert the MHP.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or by email, any of which must be received no later than August 19, 2014, which is 20 days after the date of this filing. The protest shall set forth the grounds upon which it is based and shall be submitted expeditiously. There is no restriction on who may file a protest. Protests should be mailed to:

CPUC Energy Division
Attention: Tariff Unit, 4th Floor
505 Van Ness Avenue
San Francisco, CA 94102
Facsimile: (415) 703-2200
Email: edtariffunit@cpuc.ca.gov

The protest also should be sent via email and U.S. Mail (and by facsimile, if possible) to Liberty Utilities at the addresses show below on the same date it is mailed or delivered to the Commission.

Liberty Utilities (CalPeco Electric) LLC
Attn.: Advice Letter Protests
933 Eloise Avenue
South Lake Tahoe, CA 96150
Fax: 530-544-4811
Email: ken.wittman@libertyutilities.com

With a copy to:
Steven F. Greenwald
Vidhya Prabhakaran
Davis Wright Tremaine LLP
505 Montgomery Street, Suite 800
San Francisco, CA 94111
Fax: 415-276-6599
Email: vidhyaprabhakaran@dwt.com

Effective Date

Liberty Utilities requests that this advice filing become effective on **August 29, 2014**. This advice letter is submitted with a **Tier 2** designation.

Notice

In accordance with General Order 96-B, Section 4.3, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list.

Page 6

If additional information is required, please contact Ken Wittman, Manager of Rates and Regulatory Affairs (ken.wittman@libertyutilities.com).

Sincerely,

A handwritten signature in blue ink that reads "Ken Wittman". The signature is cursive and somewhat stylized.

Ken Wittman
Manager of Rates and Regulatory Affairs
Liberty Utilities (CalPeco Electric) LLC

Attachments

cc: Liberty Utilities G.O. 96-B Advice Letter Service List
Service List R.11-02-018

Attachment 1



ELECTRIC RULE 23

MOBILEHOME PARK CONVERSION PROGRAM

- A. PURPOSE: Pursuant to the California Public Utility Commission’s (CPUC or Commission) Decision (D.)14-03-021, Liberty Utilities is offering the Mobilehome Park Conversion Program (“MHP Program”) as a voluntary three-year living pilot program to convert approximately 10 percent of eligible master-metered submetered Mobilehome Parks or Manufactured Housing Communities (MHP) spaces within Liberty Utilities’ service territory. Subject to the requirements set forth in this Rule, all eligible submetered spaces (including both “To-the-Meter” and “Beyond-the-Meter”), and common use services within the entire MHP will be converted from master-metered electric distribution service to direct Liberty Utilities distribution and service (Distribution System).
- B. APPLICABILITY: The MHP Program is available to all eligible MHPs within Liberty Utilities’ service territory as defined in Section C. Recreational vehicle parks and spaces are not eligible for the MHP Program.
- C. PROGRAM ELIGIBILITY
 - 1. MHPs must meet all of the following criteria to be eligible for the MHP Program. Program eligibility does not guarantee acceptance into the program, nor does it guarantee conversion to direct service from Liberty Utilities.
 - a. Receive electricity through a single master-meter, own and operate the distribution system with associated sub-meters, and furnish electricity to residents.
 - b. Take electric service under one of the following rate schedules:
 - Electric Schedule D-1
 - Electric Schedule DM-1
 - c. Operate under a current and valid license from the governmental entity with relevant authority.
 - d. If operated on leased real property, the land lease agreement must continue for a minimum of 20 years.
 - e. Not be subject to an enforceable condemnation order and/or to a pending condemnation proceeding.

(Continued)

Advice Letter No. 37-E

Issued by
Michael R. Smart

Date Filed July 30, 2014

Decision No. 14-03-021

Name
President
Title

Effective August 31, 2014

Resolution No. _____



ELECTRIC RULE 23

MOBILEHOME PARK CONVERSION PROGRAM

(Continued)

2. Utilities' MHP Application

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

3. MHP Agreement

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

4. Construction

- a. Liberty Utilities will perform or select a qualified, licensed contractor to perform all necessary "To-the-Meter" construction, and/or electric work as set forth in this Rule, and the MHP Agreement.
- b. The MHP Owner/Operator selected Contractor will perform all necessary "Beyond-the-Meter" construction and/or electrical work as set forth in this Rule, and the MHP Agreement.

(Continued)



ELECTRIC RULE 23

MOBILEHOME PARK CONVERSION PROGRAM

(Continued)

5. Cutover of Service

- a. Cutover to direct service from Liberty Utilities will occur only after the inspection and approval of the "Beyond-the-Meter" facilities by the appropriate jurisdictional authorities.
- b. The MHP Owner/Operator's MHP master-meter submetered discount will cease as described in the MHP Owner/Operator Responsibilities section of the MHP Agreement.
- c. MHP residents (tenants or owners of the Mobilehome) will become customers of Liberty Utilities and served in accordance with all applicable rates, rules and conditions set forth in Liberty Utilities' existing Tariffs, except as otherwise noted in this Rule.

6. Ownership of Facilities After Conversion

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

7. Safety

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

(Continued)

ELECTRIC RULE 23

MOBILEHOME PARK CONVERSION PROGRAM

(Continued)

“grandfathered” into the respective program without having to recertify or reapply as long as the name of the customer for the new service account matches that of the name of the participant in the CARE/FERA program. This will be a one-time exception to the respective CARE/FERA Rules at the time of the service conversion.

- 3) Medical Baseline Allowance – Existing MHP residents who receive a medical baseline allowances through the MHP master-meter/submeter distribution system and become customers of Liberty Utilities through the MHP Program will be deemed “grandfathered” and will continue to receive the same medical baseline allowances without having to recertify or reapply as long as the participant who is receiving the medical baseline allowance still resides at the residence. This will be a one-time exception to the Medical Baseline Rules at the time of the service conversion.

2. MHP Owner/Operator(s)

Utility service provided by Liberty Utilities to the MHP Owner/Operator(s) is subject to Liberty Utilities’ effective Tariffs, which can be found at [www.libertyutilities.com/west/customer support/rates](http://www.libertyutilities.com/west/customer_support/rates), with the following exceptions:

- a. Electric Rules 15 – Distribution Extension: Because Liberty Utilities will design and install the new Distribution Line/Main Extension, at no cost to the MHP Owner/Operator, sections in Electric Rules 15 that cover applicant responsibilities or options are not applicable to MHP Owner/Operator while participating in the MHP Program. This may include, but is not limited to applicants’: responsibilities; allowances; contributions or advances; refunds; and design and installation options.
- b. Electric Rules 16 – Service Extension: Because Liberty Utilities will design and install the new Service Extension, at no cost to the MHP Owner/Operator, sections in Electric Rules 16 that cover applicant responsibilities or options are not applicable to MHP Owner/Operators while participating in the MHP Program. This may include, but is not limited to applicants’: installation options, allowances and payment.

(Continued)

Advice Letter No. 37-E

Issued by

Michael R. Smart

Date Filed July 30, 2014

Decision No. 14-03-021

Name

President

Effective August 31, 2014

Title

Resolution No. _____

(N)

ELECTRIC RULE 23

MOBILEHOME PARK CONVERSION PROGRAM

(Continued)

Because space for metering equipment and its associated working space are very limited in MHPs, the requirements of the Meter Location provision of Electric Rule 16 may be waived by the utility during MHP Program participation. Under the MHP Program, all meters and associated metering equipment shall be located at a protected location on Applicant’s Premises as designated and approved by Liberty Utilities.

F. DEFINITIONS and ACRONYMS

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

1. MHP AGREEMENT – The Mobilehome Park Conversion Agreement (Form 12-0710).
2. BEYOND-THE METER (Electric) – Electric “Beyond-the-Meter” facilities include the electric equipment to establish the Service Delivery Point as identified in the “Required Service Equipment” of Electric Rule 16, along with additional conductors, infrastructure and substructures necessary to complete the extension of facilities from the Service Delivery Point (e.g. Electric Metering Facility to the point of connection (e.g. power supply cord or hard wire feeder assembly) for the mobile home. The Utility will not be responsible for any part of the “point of connection” as noted above, including labor, or any work that would require an alteration permit. Beyond-the-Meter facilities are solely the responsibility of the MHP Owner/Operator or the mobilehome owner (MH Owner). The power supply cord or hard wire feeder assembly will continue to be part of the mobilehome and be the responsibility of the mobilehome owner.
3. COMMON USE AREA – Designated building(s), areas, or facilities within an MHP that is (are) intended to be used by all the park residents or the MHP Owner/Operator. Energy costs for servicing the common area are paid for by the MHP Owner/Operator.
4. CPUC’s FORM OF INTENT – The CPUC’s Application for Conversion of Master-Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation (Appendix C of Decision14-03-021).
5. HCD - California Department of Housing and Community Development –HCD administers and enforces uniform statewide standards which assure owners, residents and users of mobilehome parks protection from risks to their health and safety.

(Continued)

(N)

Advice Letter No. 37-E

Issued by
Michael R. Smart
Name

Date Filed July 30, 2014

Decision No. 14-03-021

President
Title

Effective August 31, 2014

Resolution No. _____

(N)

ELECTRIC RULE 23

MOBILEHOME PARK CONVERSION PROGRAM

(Continued)

6. MANUFACTURED HOUSING COMMUNITY – Any area or tract of land where two or more manufactured home lots are rented or leased, held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, only to accommodate the use of manufactured homes constructed pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974.
7. MOBILEHOME – See Rule 1.
8. MOBILEHOME PARK – See Rule 1.
9. MOBILEHOME SPACE (MH-Space) – Designated area within a Mobilehome Park that is owned, rented, or held out for rent, to accommodate a mobilehome used for human habitation.
10. MOBILEHOME PARK OWNER/OPERATOR (MHP Owner/Operator) – The party that has legal obligation for the MHP.
11. MHP RESIDENT – A person who has tenancy in a mobilehome park under a rental agreement or who lawfully occupies a mobilehome.
12. SED – California Public Utilities Commission’s Consumer Safety and Enforcement Division: The SED has safety oversight of electric and communications facilities, natural gas and propane gas systems, railroads, light rail transit systems, and highway/rail crossings, licensing, consumer protection, and safety oversight of motor carriers of passengers, household goods, and water vessels, and regulatory oversight of hot air balloons and some air carriers.
13. SERVICE DELIVERY POINT (Electric) – Where Liberty Utilities’ Service Facilities are connected to either Applicant’s conductors or other service termination facility designated and approved by Liberty Utilities.

(Continued)

Advice Letter No. 37-E

Decision No. 14-03-021

Issued by

Michael R. Smart

Name

President

Title

Date Filed July 30, 2014

Effective August 31, 2014

Resolution No. _____

(N)

ELECTRIC RULE 23

MOBILEHOME PARK CONVERSION PROGRAM

(Continued)

- 14. Liberty Utilities TO-THE-METER (Electric) – Electric “To-the-Meter” facilities include all electrical facilities (e.g. cable, connectors, poles, transformers, switches, and meters) including the conduit and substructures necessary to complete the electrical distribution line and service extensions to the Service Delivery Point, and will be owned, maintained and operated by Liberty Utilities.

- 15. UTILITIES’ MHP APPLICATION – The Joint Utilities Mobilehome Park Conversion Application (Form 12-0700).

(N)



Advice Letter No. 37-E

Issued by

Michael R. Smart

Date Filed July 30, 2014

Name

Decision No. 14-03-021

President

Effective August 31, 2014

Title

Resolution No. _____

(N)

MOBILEHOME PARK CONVERSION PROGRAM APPLICATION

Date of Issuance: _____

In accordance with California Public Utilities Commission (CPUC or Commission) Decision (D.) 14-03-021, and subject to the requirements of the Mobilehome Park Conversion Program Rule (MHP Rule¹), the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Conversion Program (MHP Program) to replace existing privately owned master-meter/sub-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service to each individual MHP space within the MHP. This includes all common use area services and meters.

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

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

MHP Owners/Operators who are receiving this Application previously submitted the CPUC's Form of Intent during the open application period. After reviewing the information you submitted, the CPUC's Safety and Enforcement Division (SED) and/or by the California Department of Housing and Community

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

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

MOBILEHOME PARK CONVERSION PROGRAM APPLICATION

Development (HCD) or its local agency designee has pre-selected your MHP to participate in the MHP Program.

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

ALTHOUGH YOUR MHP HAS BEEN PRE-SELECTED FOR THE MHP PROGRAM, THE INFORMATION REQUESTED IN THIS APPLICATION MUST BE PROVIDED TO, AND APPROVED BY, THE UTILITY (UTILITIES) BEFORE YOUR MHP WILL BE ACCEPTED INTO THE MHP PROGRAM AND SCHEDULED FOR CONVERSION.

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

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



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



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



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



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



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



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



Pacific Power
300 S. Main
Yreka, CA 96097



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

MOBILEHOME PARK CONVERSION PROGRAM APPLICATION

1. MHP Project Information

Mobilehome Park Name: _____

Address: _____

City: _____ State: _____

County: _____ ZIP: _____

Nearest Cross Street: _____

HCD Mobilehome Park Identification Number: _____

Number of Spaces for Mobilehome Dwelling Units: _____

Number of Spaces for Recreational Vehicles (RVs)³: _____

Number of Vacant Spaces: _____

Year MHP was established: _____

Applicant / Owner/ Operators Name: _____

Day Phone: _____

Cell Phone: _____

Fax: (____) _____ Email Address: _____

Mobilehome Unit Ownership Type

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

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

- No Yes License Number: _____

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

- No Yes

Is the MHP operated on leased real property?

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

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

**MOBILEHOME PARK
CONVERSION PROGRAM APPLICATION**

2. Business Information

Legal Name to appear on contract: _____

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

State of Incorporation or LLC: _____

Name of person authorized to sign contracts: _____

Title _____

Mailing Address for contracts: _____

City: _____ State _____

County _____ ZIP _____

Phone Number: _____ Email: _____

3. MHP Representative/Primary Contact (The individual(s) who will be the central liaison for the MHP Owner/Operator, the contractor hired by the MHP, the MHP Residents and the Utility).

a. Name of MHP Representative: _____

Title: _____

Address: _____

City: _____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address _____

b. Name of MHP Representative: _____

Title: _____

Address: _____

City: _____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

**MOBILEHOME PARK
CONVERSION PROGRAM APPLICATION**

4. Current Utility Services for the MHP

a. Electric Service:

Electric Service Provider: _____

Name as it appears on bill: _____

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

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

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

To list additional accounts use Attachment "B"

b. Gas Service (if applicable):

Name of Gas Service Provider: _____

Name as it appears on bill: _____

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

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

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

To list additional accounts use Attachment "B"

**MOBILEHOME PARK
CONVERSION PROGRAM APPLICATION**

c. Telephone Service (if applicable):

Name of Telephone Service Provider: _____

Name as it appears on bill: _____

Type of Service: Overhead Phone Service Underground Phone Service

Other: _____

d. Cable/Satellite Service (if applicable):

Name of Cable/ Satellite Service Provider: _____

Name as it appears on bill: _____

Type of Service: Overhead Cable Service Underground Cable Service

MHP Owned Cable/Satellite/Phone Service

Other: _____

5. Current Energy Metering Arrangement

Electric

Master-Meter/Sub-Meter Electric

Master Electric Meter, no Sub-Meter

Other: _____

Gas

Master Meter/Sub-Meter Gas

Master Gas Meter, no Sub-Meter

Other: _____

6. Energy Usage/Load Information

a. Electric Load Information

1) Typical MHP Space

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

Proposed MHP Space Main Switch Size
(Meter Panel and Service Termination Enclosure) _____ 100 _____ Amps

Service will be provided at single phase, 120/240 volts

Average square footage of Mobilehome: _____

Largest square footage of Mobilehome: _____

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

Electric Range

Electric Water Heater

Electric Oven

Electric Air Conditioning

Spa

Other Electric loads _____

Electric Laundry Dryer

Electric On-Demand Water Heater

Electric Furnace

Electric Heat Pump

MOBILEHOME PARK CONVERSION PROGRAM APPLICATION

2) Common Use Area

Common Use Area Electric Service: # 1 Description: _____

Voltage: _____ Phase: _____ Main Size: _____

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

Common Use Area Electric Service: # 2 Description: _____

Voltage: _____ Phase: _____ Main Size: _____

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

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

3) Streetlighting

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

Lamp Type: # 1

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

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

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

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

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

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

MOBILEHOME PARK CONVERSION PROGRAM APPLICATION

8. Planning, Engineering and Construction

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

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

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

9. Application Deadline

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

10. Next Steps

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

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

Cost estimates for the "Beyond-The-Meter" work shall also be summarized to the Utility in a format that uses Attachment C, D and E of the MHP Agreement as a template. The template that will be

MOBILEHOME PARK CONVERSION PROGRAM APPLICATION

used for the "Beyond-The-Meter" estimate will be given to the MHP Owner/Operator at the time the metering points are provided.

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

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

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

11. Cancellation of MHP Application

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

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

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

MOBILEHOME PARK CONVERSION PROGRAM APPLICATION

12. MHP Owner/Operator Certification

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

Name of Mobilehome Park

Signature

Name of Owner/Operator

Type/Print Name

Date

Title

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

MOBILEHOME PARK

CONVERSION PROGRAM APPLICATION

Attachment A - Additional Documentations

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

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

Attach appropriate documents to Attachment A

MHP Owner/Operator Initials _____

MOBILEHOME PARK CONVERSION PROGRAM APPLICATION

Attachment B – Additional Information

3. Electric Common Use Area Services:

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

Additional Common Use Area Service – Provide additional sheet as necessary

Common Use Area Electric Service: # _____ Description: _____

Voltage: _____ Phase: _____ Main Size: _____

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

Common Use Area Electric Service: # _____ Description: _____

Voltage: _____ Phase: _____ Main Size: _____

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

Common Use Area Electric Service: # _____ Description: _____

Voltage: _____ Phase: _____ Main Size: _____

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

Common Use Area Electric Service: # _____ Description: _____

Voltage: _____ Phase: _____ Main Size: _____

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

MOBILEHOME PARK
CONVERSION PROGRAM APPLICATION

Attachment B – Additional Information

4. Streetlight Lamp Type

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

Lamp Type:# _____
 High Pressure Sodium Vapor Low Pressure Sodium Vapor
 Mercury Vapor Metal Halide
 Incandescent LED
 Other _____
Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____
 High Pressure Sodium Vapor Low Pressure Sodium Vapor
 Mercury Vapor Metal Halide
 Incandescent LED
 Other _____
Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____
 High Pressure Sodium Vapor Low Pressure Sodium Vapor
 Mercury Vapor Metal Halide
 Incandescent LED
 Other _____
Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____
 High Pressure Sodium Vapor Low Pressure Sodium Vapor
 Mercury Vapor Metal Halide
 Incandescent LED
 Other _____
Watts per lamp: _____ Number of lamps/fixtures: _____

Lamp Type:# _____
 High Pressure Sodium Vapor Low Pressure Sodium Vapor
 Mercury Vapor Metal Halide
 Incandescent LED
 Other _____
Watts per lamp: _____ Number of lamps/fixtures: _____

MOBILEHOME PARK
CONVERSION PROGRAM APPLICATION

Attachment B – Additional Information

5. Natural Gas Common Use Area Services:

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

Provide additional sheet as necessary

Common Use Area Gas Service: # _____ Description: _____

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

Common Use Area Gas Service: # _____ Description: _____

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

Common Use Area Gas Service: # _____ Description: _____

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

Common Use Area Gas Service: # _____ Description: _____

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



MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

This Mobilehome Park Conversion Program Agreement (“Agreement”) is made and entered into by and between _____ (“MHP Owner/Operator”), a _____ organized and existing under the laws of the state of _____, and the Utility, “Liberty Utilities (CalPeco Electric) LLC Company” (“Liberty Utilities” or “Utility”), a corporation organized and existing under the laws of the state of California. MHP Owner/Operator and Liberty Utilities may be individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Liberty Utilities offers a pilot program under the direction of the California Public Utilities Commission (“CPUC” or “Commission”) pursuant to Decision 14-03-021 whereby master-metered/submetered mobilehome parks (“MHP”) may elect to convert to direct utility service, with costs for “to-the-meter” and “beyond-the-meter” work to be borne by Liberty Utilities (MHP Program).

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

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

1. General Description of Agreement

- 1.1. This Agreement is a legally binding contract. The Parties agree to be bound by the terms and conditions set forth herein, incorporated herein by reference, and the requirements of Electric Rule 23 (“MHP Rules”). This Agreement and the MHP Rules shall govern the conversion of the entire private electric and/or natural gas distribution system servicing the MHP to direct Liberty Utilities electric distribution and service, including all Mobilehome Spaces (MH-Space), common areas, permanent buildings, and/or structures that currently have utility service.

Utility service to be converted to direct Liberty Utilities service (check one)

- Electric Only Gas Only Electric & Gas

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

- Electric Gas Name of Utility: _____

- 1.2. Prior to signing this Agreement, the MHP Owner/Operator would have already submitted the California Public Utility Commission’s (CPUC’s or Commission’s) “Form of Intent” and the Utilities’ MHP Application (Form 79-1164), and continue to be bound by the terms set forth in those documents.
- 1.3. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both “To-the-Meter” and “Beyond-the-Meter”) shall be equal to number of residential MH-Spaces within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule or as approved by Liberty Utilities and the number of residential MH-Space that are designated on the Utilities’ MHP Application and are summarized in Attachment C of this Agreement.

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

- 1.4. The MHP Owner/Operator must provide the following documents with the MHP Agreement pursuant to MHP Program criteria in MHP Rules: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) if the MHP is operated on leased real property, proof that the land lease will continue for a minimum of 20 years; and (3) declaration under penalty of perjury/affirmation that the MHP is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).
- 1.5. This Agreement Commission conforms to Decision 14-03-021 and has been approved by the CPUC for use between Liberty Utilities and the MHP Owner/Operator. The terms and conditions of this Agreement may not be waived, altered, amended or modified, except as authorized by the CPUC. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

2. Representations

- 2.1. Each Party agrees to the terms and conditions of the MHP Program as stated in this Agreement, the MHP Application and MHP Rules. All tariffs associated with this Program may be amended from time to time, subject to CPUC approval.
- 2.2. Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she is authorized to act as signatory for such Party in the execution of this Agreement.
- 2.3. Each Party represents that: (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate entities; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 2.4. Each Party shall (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable regulations, laws, City and County ordinances and recognized professional standards.

3. Submittal of Agreements and Documents

- 3.1. Upon receipt of the Agreement, the MHP Owner Operator will have thirty (30) days to sign and submit the Agreement to Liberty Utilities.

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

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

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

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

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

5. MHP Owner/Operator Responsibilities

- 5.1. The MHP Owner/Operator will continue to have sole responsibility for compliance with all applicable laws governing mobilehome parks and compliance with the MHP's own Rules and Regulations.
- 5.2. Easements
- 5.2.1. The MHP Owner/Operator shall provide or assist in obtaining rights-of-ways or easement as required by the Utility's Distribution and Service Extension Rules (Rule 15 & 17) and Decision 14-03-021.
- 5.2.2. Liberty Utilities 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 Liberty Utilities tariffs.
- 5.3. Engineering and Planning – Electric Distribution System
- 5.3.1. The "Beyond-the-Meter" electrical system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of service equipment. Required permits must be obtained and shall be available for inspection by the UTILITY.

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

5.3.2. Liberty Utilities will normally design and install a single phase, 120/240 volts, 100-ampere electric meter service equipment at each individual MH-Space. Any requests for service modifications beyond the 100-ampere electric service or relocations beyond what is being provided by the MHP Program will be handled under Liberty Utilities' current Rules and Tariffs.

5.4. Engineering and Planning – Gas Distribution System

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

5.4.2. Liberty Utilities will design and install a natural gas service line to deliver sufficient volume at Liberty Utilities' standard delivery. Any requests for service modifications beyond the standard delivery or relocations beyond what is being provided by the MHP Program will be handled under Liberty Utilities' current Rules and Tariffs.

5.5. Engineering and Planning – General

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

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

5.5.3. Requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program can be made by the MHP Owner/Operator or the individual MH-Owner and such modifications and additional incremental costs, will be the sole responsibility of the requesting party. Liberty Utilities will process such requests under current applicable tariffs. Such requests for “To-the-Meter” services may require a separate service extension contract and shall be done in accordance with the effective service extension tariff. To the extent not covered by separate contract, costs for such requests are shown in Attachments C, D and E, attached hereto and incorporated herein. All costs not covered by the MHP Program must be paid in full to Liberty Utilities prior to or with the submittal of the MHP Agreement in order for the construction phase to begin.

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

- 5.5.3.1. The MHP Owner/Operator, or its representative, is responsible to collect any and all fees associated with “To-the-Meter” service modifications that are not covered by the MHP Program that were requested on behalf of the MH-Owner and due to Liberty Utilities under the current Rules and Tariffs and forward those payments to the appropriate Utility.
 - 5.5.3.2. “Beyond-the-Meter” service modifications that are not covered by the MHP Program, including installation costs that exceed the most cost-effective option (e.g. alternate routes or below ground installations), will not be eligible for reimbursement from Liberty Utilities.
 - 5.5.3.3. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order that may require redesign and/or re-engineering. Additional redesigning and/or re-engineering costs will not be eligible for reimbursement from Liberty Utilities.
 - 5.5.4. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by Liberty Utilities and/or the contractor. Temporary facilities may include, but is not limited to, storage sheds, decks, awning, car ports, or any facility that is not normally provided by the MHP. Relocation or removal of such items will not be eligible for reimbursement from Liberty Utilities.
 - 5.5.5. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the Park’s common area, such as the office, clubhouse, laundry facilities, streetlights, etc., and their associated “Beyond-the-Meter” facilities. Utility meters will be installed to serve these facilities. MHP Owner/Operator will be responsible payment of Utility bills associated with such meters. Additional facilities that may be requested (e.g. streetlight fixtures) and associated energy charges for the common area facilities will be based on the applicable tariff and will not be eligible for reimbursement from Liberty Utilities.
- 5.6. Existing Distribution System (Legacy System)
- 5.6.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submeter system (“Legacy System”) and continue to provide utility service to the MHP residents until cutover to the new direct Liberty Utilities service system. At all times, the Legacy System will remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (if required), decommissioning and any environmental remediation.

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

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

5.7. Permits

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

Environmental and governmental agency permits.

Caltrans permits.

Railroad permits.

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

5.8. Environmental, Endangered Species and Cultural Resources Review

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

5.8.2. Any environmental, endangered species and cultural resources issues that are identified during the conversion will result in the immediate suspension of work at the MHP. The MHP Owner/Operator shall resolve these issues prior to work resuming at the MHP. MHP Owner/Operator may be granted additional time by Liberty Utilities to resolve environmental, endangered species and cultural resources issues prior to completing the conversion, however, such time will not exceed the period of the MHP Program, unless approved by the CPUC.

5.9. Outreach and Education

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

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

- 5.9.2. All costs associated with the MHP Representative in performing the duties associated with the Program will be the responsibility of the MHP Owner/Operator and will not be reimbursable from the MHP Program.
 - 5.9.3. The MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Program that are intended for the MHP residents. The MHP Representative shall distribute the information to the residents in a timely manner in accordance to MHP's Rules and Regulations
 - 5.9.4. The MHP Owner/Operator must allow Liberty Utilities to directly contact the MHP residents during the project regarding the MHP Program, account setup and other utility programs.
 - 5.9.5. The MHP Representative shall ensure that the contractor works with Liberty Utilities 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 Liberty Utilities communications and be distributed in a timely manner.
- 5.10. Construction
- 5.10.1. Construction of the conversion project may commence after compliance with Section D.3.b of the MHP Rules.
- 5.11. Cutover / Completion of Conversion
- 5.11.1. Prior to cutover, all jurisdictional authorities must inspect and approve installation of the "Beyond-the-Meter" work.
 - 5.11.2. Cutover cannot occur until Liberty Utilities is satisfied that 24 hour access is available to all utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a utility approved locking device with a utility keyway. Where electronic gates may be involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller.
 - 5.11.3. The MHP Owner/Operator is responsible for discontinuing MHP utility service to all qualifying MH-spaces no later than 90 days after Liberty Utilities is ready to cutover all qualifying MH-spaces to direct Utility service.
 - 5.11.4. The MHP Owner/Operator master-meter discount may be discontinued after more than fifty percent (50%) of the eligible MH-Spaces have been cutover to direct Utility service.
 - 5.11.5. If requested by Liberty Utilities, the MHP Owner/Operator shall require Contractor to be available perform joint cutover with Liberty Utilities for the individual services within the MHP.

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

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

6. Utility's Responsibilities

6.1. Engineering and Planning

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

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

- 6.1.2. Liberty Utilities will prepare a preliminary design package for the new electric and/or gas system and prepare all necessary land rights documents.
- 6.1.3. Liberty Utilities will identify the location of each electric/and/or gas meter and any protection required for the metering service equipment.
- 6.1.4. Liberty Utilities will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules.
- 6.1.5. Liberty Utilities will design and install the "To-the-Meter" facilities to accommodate a service equivalent to the existing service. If the existing electric service is less than 100 amperes, the utility will design and install "To-the-Meter" facilities to accommodate 100 ampere service as part of the MHP Program.
- 6.1.6. With the exception of the 100 ampere minimum electric service, any requests for service upgrades or relocations beyond what is being provided by the MHP Program will be handled under Liberty Utilities' current Rules and Tariffs.
- 6.1.7. If applicable, Liberty Utilities will design and install a natural gas service line at each individual MH-Space to deliver sufficient volume at Liberty Utilities' standard delivery.
- 6.1.8. Vacant MH-Spaces will receive a stub but will not be connected to a "Service Delivery Point" during the MHP program. When a previously vacant space

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

becomes occupied subsequent to cutover, a line extension contract will be required to extend service per normal line extension rules (Rule 16).

6.2. Permits

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

6.3. Environmental and Cultural Resources Review

- 6.3.1. Liberty Utilities 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, Liberty Utilities will immediately suspend of work at the MHP. Liberty Utilities will not resume work until it has received authorization from appropriate experts and/or agency with jurisdictional authority. Utility assumes no remediation responsibility or liability. Costs for remediation are not eligible for reimbursement from the MHP Program.

6.4. Outreach and Education

- 6.4.1. Liberty Utilities will work with the MHP Owner/Operator and/or the MHP Representative on outreach and education to MHP residents.
- 6.4.2. During the construction phase, Liberty Utilities will work with the MHP Representative to keep the MHP residents informed of the status of the project, including notice of temporary outages, detours or street closures, and other issues related to the project. Information provided by Liberty Utilities will include, but is not limited to, “transition kits” for the MHP residents with information about construction work impacts, timing, account setup instructions, utility programs and services such as California Alternate Rate for Energy (CARE), medical assistance program, energy efficiency and demand response opportunities. Liberty Utilities will work with the MHP Representative to ensure all notices and project information is communicated and distributed in a timely manner.
- 6.4.3. Liberty Utilities will manage communications with the Commission, California Department of Housing and Community Development (HCD), other utilities, local government, local media, and other parties, as necessary, regarding the MHP Program activities.

6.5. Construction

- 6.5.1. Liberty Utilities 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

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

requirements. Facilities and services installed will be based on the agreed upon design.

- 6.5.2. Liberty Utilities will consult and coordinate conversion activities with other utilities that may also serve the MHP, including municipal utilities, water, cable and telecommunication providers, to ensure efficiency and avoid unnecessary disruption and/or costs.
- 6.5.3. Utility may commence conversion after compliance with Section D.3.b of the MHP Rules. Liberty Utilities 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 Liberty Utilities receives a copy of any inspection report or verification to begin construction. Liberty Utilities may also commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by Liberty Utilities and/or as scheduling and availability permits.
- 6.5.4. Liberty Utilities shall not remove the existing legacy system, unless necessary and the system shall be abandoned in place and Liberty Utilities shall isolate the new and existing legacy systems. Liberty Utilities shall not incur any expenses associated with the removal or retirement of the existing system under the conversion program. Should removal of the legacy distribution system be necessary to complete the conversion to direct utility service from Liberty Utilities such costs may, at Liberty Utilities’ discretion, be included in the MHP Program if it is necessary and can be done so efficiently.

6.6. Cutover / Completion of Project

- 6.6.1. Liberty Utilities will own, operate, and maintain all “To-the-Meter” electric and/or gas distribution and service systems within the MHP. Upon completion of the conversion, the facilities will be managed under and subject to Rule 15 and Rule 16 and other applicable tariffs.
- 6.6.2. If necessary, Liberty Utilities will coordinate with the Contractor to jointly meet to perform joint cutover with Liberty Utilities for the individual services within the MHP
- 6.6.3. Liberty Utilities will reimburse the MHP Owner/Operator for all qualifying “Beyond-the-Meter” work as summarized in Attachment C.

7. Safety

- 7.1. IMPORTANCE OF SAFETY: The Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Program and Parties are responsible for performing the work in a safe manner. Parties shall plan and conduct the work, and shall require all contractors and subcontractors to abide by all safety requirements incorporated herein and to perform their portion of the work, in accordance with all applicable local, state and federal rules, regulations, codes, and

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

- 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 Liberty Utilities 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 Liberty Utilities 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. Liberty Utilities may designate safety precautions in addition to those in use or proposed by contractor. Liberty Utilities 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 Liberty Utilities' 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, Liberty Utilities may provide the safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by Liberty Utilities 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 Liberty Utilities, 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

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

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

9. Termination

- 9.1. Either Party may, at its option, terminate upon 30 day written notice to the other Party.
 - 9.1.1. Liberty Utilities 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 Liberty Utilities and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at Liberty Utilities' option, safety or security violations may result in immediate termination; or
 - 9.1.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate its responsibilities under this Agreement within six (6) months of the execution of this Agreement; or
 - 9.1.1.3. The failure or inability of the MHP Owner/Operator to complete the work and be ready to receive service from Liberty Utilities within twelve (12) months of the execution of this Agreement; or
 - 9.1.1.4. A legal action is placed against the MHP Owner/Operator which, in Liberty Utilities' opinion, may interfere with the performance of the conversion.
 - 9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:
 - 9.1.2.1. Reimburse Liberty Utilities for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

MH-Space or common area. Liberty Utilities' costs may include, but is not limited to, "To-the-Meter" labor, material and supplies, (including long lead time materials), transportation, and other direct costs which Liberty Utilities allocates to such work; and

- 9.1.2.2. Not be eligible for reimbursement for any "Beyond-the-Meter" work that did not result in a direct Utility service of an individual MH-Space; and
- 9.1.2.3. Repay in full to the Utility any reimbursements paid to the MHP Owner/Operator for partial work completed by its contractor.
- 9.1.3. In the event of termination, Liberty Utilities shall reimburse the MHP Owner/Operator for services satisfactorily completed prior to the date of cancellation that resulted in direct Liberty Utilities service which are of benefit to Liberty Utilities. In no event shall Liberty Utilities be liable for lost or anticipated profits or overhead on uncompleted portions of the work due to termination.
- 9.1.4. Cancelled MHP Agreement may, at the Utilities option, result in the removal the MHP from the MHP Program and the selection of the next MHP that is on the waiting list for the MHP Program.
- 9.1.5. MHP Owner/Operator shall be liable for additional costs to Liberty Utilities arising from termination. Liberty Utilities may terminate this Agreement, suspend work and/or the MHP Program if directed to do so by the CPUC. Liability of incomplete projects will be determined by the CPUC.

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

- 10.1. All costs incurred by Liberty Utilities to provide "To-the-Meter" facilities for a typical utility service for each qualifying MH-Space will be covered under the MHP Program.
- 10.2. Requests for service entrance relocations, rearrangements and upgrades are not covered under the MHP Program.
- 10.3. Additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules are eligible for inclusion in the MHP Conversion program. Liberty Utilities will not provide the service panel and "Beyond-the-Meter" reimbursements for these common area services. 5.5
- 10.4. Liberty Utilities will reimburse the MHP Owner/Operator based on the invoice for the "Beyond-the-Meter" to be performed by the contractor. The amount that is eligible for reimbursement for the "Beyond-the-Meter" work shall not exceed the "Cost Covered by the MHP Program" amount listed on Attachment C, without prior written approval from Liberty Utilities. Liberty Utilities will review all invoices received for the "Beyond-the-Meter" work by the contractor and will reimburse the MHP Owner/Operator for all prudently occurred and reasonable construction expenditures. The MHP Program will not cover or reimburse costs for any modification or retrofit of the mobilehome or manufactured home.

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

- 10.5. As soon as practicable and after any jurisdictional authorities have inspected and approved operation of the “Beyond-the-Meter” work, the MHP Owner/Operator may submit invoices to Liberty Utilities for “Beyond-the-Meter” work. Invoices submitted shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MH-Space compared to the total number of eligible MH-Spaces at the MHP. The final reimbursement for the “Beyond-the-Meter” work will be paid to the MHP Owner/Operator after the final cutover has been completed and the entire MHP has been converted to direct Liberty Utilities service.
- 10.6. Invoices shall include a listing of MH-- Spaces that completed the service conversion, and an itemized list and costs for equipment, materials, and labor for “Beyond-the-Meter” facilities that are both covered and not covered by the MHP Program.

11. Nondisclosure

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

12. Indemnification

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

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

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

14. Governing Law

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

15. Entire Agreement

This Agreement consists of, in its entirety, Mobilehome Park Conversion Program Agreement and all attachments hereto, the Utilities' MHP Application and Liberty Utilities' Electric Rule 23. 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.



MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

18. Not a Joint Venture

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

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

Name of Mobilehome Park

Company Name of Owner/Operator

Signature

Print Name

Title

Date

Liberty Utilities (CalPeco Electric) LLC

Signature

Type/Print Name

Title

Date



MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

Attachment A Documents and Declaration

A. Additional Documentation

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

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

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

B. Declaration of Non-Condemnation

In accordance with CPUC Decision (D.) 14-03-021, and subject to the requirements of Electric Rule 23, all MHP participating in the MHP Conversion Program must affirm that the Mobilehome Park is not subject to an enforceable condemnation order or to pending condemnation proceedings.

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

Name of Mobilehome Park

Authorized Signature

Company Name of Owner/Operator

Print Name

Date

Title



MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

Attachment B Contractor Selection

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

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

If Liberty Utilities 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 Liberty Utilities’ current standards as specified in the Utility’s Electric and/or Gas Service Requirement manual and have approval from applicable governing inspection authority(ies).

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



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

Secondary Contractor (if required)

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



MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

Attachment C Estimated Costs for MHP Project

MHP Owner/Operator: _____

Project Name: _____

Address: _____

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 14-03-021, and subject to the requirements of Electric Rule 23, Liberty Utilities is offering the Mobilehome Park Conversion Program to convert existing privately owned master-meter/sub-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities (“MHP”), to direct Liberty Utilities service for each individual space within MHP.

Utility service to be converted to direct Liberty Utilities service (check one)

- Electric Only
 Gas Only
 Electric & Gas

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

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

Table 2.-1 illustrate the financially responsible party for the “To-the-Meter” and “Beyond-the-Meter” services under the MHP Program

	“To-the-Meter” Facilities and Equipment installed by Liberty Utilities Financially Responsible Party			“Beyond-the-Meter” Facilities and Equipment installed by Contractor Financially Responsible Party		
	Covered by MHP Program	MHP Owner/ Operator	Requesting MHP Resident	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting MHP Resident
Service to Individual MH-Spaces	X			X		
Service to Common Use Areas	X				X	
Incremental Service Modifications to the Individual MH-Spaces > 100 amperes			X			X
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas		X			X	



MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

Attachment C

Estimated Costs for MHP Project

A. Liberty Utilities' Estimated "To-the-Meter" Project Costs Not Covered by the Program

(To be completed by Liberty Utilities)¹

Costs Not
Covered by the
MHP Program

Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, and surface repair activities [Project Cost to design and install "To-the-Meter" Facilities for the MHP]

\$ _____

Electric System – Includes, but is not limited to, installation of cables, switches, transformers, conduits and substructures, and other facilities required to complete the distribution and service line extensions.[Service upgrades or rearrangements requested on behalf of the MHP Owner/Operator not covered by the MHP Program]

\$ _____

Gas System – Includes, but is not limited to, installation of gas piping, connectors, meters, and other facilities required to complete the distribution and service line extensions. [Service upgrades or rearrangements requested on behalf of the individual MHP Residents not covered by the MHP Program]

\$ _____

Other – Includes, but is not limited to, easement estimate, network upgrade, and other cost associated with the project.

\$ _____

Liberty Utilities' Total Estimated "To-the-Meter" Project Costs Not Covered by the Program

\$

\$ _____

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



**MOBILEHOME PARK
CONVERSION PROGRAM AGREEMENT**

**Attachment C
Estimated Costs for MHP Project**

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

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

	<u>Cost Covered by the MHP Program</u>	<u>Costs Not Covered by the MHP Program²</u>
<u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.	\$ _____	\$ _____
<u>Electric System</u> – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.	Materials: \$ _____	\$ _____
	Labor: \$ _____	\$ _____
<u>Gas System</u> – Includes, but is not limited to, houseline plumbing from the Liberty Utilities riser to the customer connection including labor and materials.	Materials: \$ _____	\$ _____
	Labor: \$ _____	\$ _____
<u>Other</u> – Includes, but is not limited to, permits as provided by contractor.	\$ _____	\$ _____
MHP Owner/Operator’s Total Estimated “Beyond-the-Meter” Project Costs	\$ _____	\$ _____

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

\$ _____

D. Number of MH-Spaces

E. Average Cost per MH-Space

\$ _____

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



MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

Attachment D –

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

MHP Owner/Operator: _____

Project Name: _____

Address: _____

Any service modifications and associated costs beyond what is being provided by the MHP Program will be the responsibility of the requesting party. These modifications will be handled under Liberty Utilities' current applicable Tariffs. In addition, "Beyond-the-Meter" costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the MHP Program. Request for additional common use area meters and services that are not provided by the MHP Program, but approved by Liberty Utilities, will be designed under the guidance of the Utilities' Rules for Service Relocation and Rearrangement.

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

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

1. Amount Due from MHP Owner/Operator to Liberty Utilities

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

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

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

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



MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

Attachment E –

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

MHP Owner/Operator: _____

Project Name: _____

Address: _____

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

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

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

1. Amount Due from MHP Residents to Liberty Utilities

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

2. Amount Due from MHP Residents to the Contractor

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

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



MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

Attachment E –

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

Itemized Service Modifications or other services not covered by the MHP Program

(Provide extra sheets as necessary). If Job Estimate includes an itemized breakdown of costs, it may be substituted for this sheet.

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

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

**Liberty Utilities
Advice Letter Filing Service List
General Order 96-B, Section 4.3**

A.08-08-004 Service List

chilen@sppc.com
ljt@cpuc.ca.gov
jeffreygray@dwt.com
gbinge@ktminc.com
emello@sppc.com
epoole@adplaw.com
joshdavidson@dwt.com
cem@newsdata.com
rmccann@umich.edu
sheila@wma.org
abb@eslawfirm.com
cbk@eslawfirm.com
bhodgeusa@yahoo.com
dlf@cpuc.ca.gov
mmg@cpuc.ca.gov
md2@cpuc.ca.gov
tlg@cpuc.ca.gov

A.09-10-028 and A.10-04-032 Service List

chilen@nvenergy.com
kjl@cpuc.ca.gov
stevegreenwald@dwt.com
phanschen@mofo.com
liddell@energyattorney.com
tciardella@nvenergy.com
judypau@dwt.com
jheckler@levincap.com
vidhyaprabakaran@dwt.com
dwtcpucdockets@dwt.com
cem@newsdata.com
dietrichlaw2@earthlink.net
abb@eslawfirm.com
glw@eslawfirm.com
clerk-recorder@sierracounty.ws
brianmorris@countyofplumas.com
plumascoco@gmail.com
marshall@psln.com
stephenhollabaugh@tdpud.org
gross@portersimon.com
Stephen.Aftanas@Emera.com
Ian.Robertson@algonquinpower.com

Mark Pocta
Division of Ratepayer Advocates
505 Van Ness Avenue
San Francisco, CA 94102
rmp@cpuc.ca.gov

Joe Como
Division of Ratepayer Advocates
505 Van Ness Avenue
San Francisco, CA 94102
joc@cpuc.ca.gov

Tamera Godfrey
Division of Ratepayer Advocates
505 Van Ness Avenue
San Francisco, CA 94102
tlg@cpuc.ca.gov

Dao Phan
Division of Ratepayer Advocates
505 Van Ness Avenue
San Francisco, CA 94102
dao@cpuc.ca.gov

Office of the General Counsel
Sierra Pacific Power Company
c/o NV Energy
6226 West Sahara Avenue
Las Vegas, NV 89146

Pacific Gas and Electric Company
77 Beale Street
San Francisco, CA 94106
PGETariffs@pge.com

Manager of Regulatory Affairs
San Diego Gas & Electric Company
P.O. Box 1831 - Room 10-A
San Diego, CA 92112
SDG&ETariffs@semprautilities.com

dlf@cpuc.ca.gov
jrw@cpuc.ca.gov
xjv@cpuc.ca.gov
mmg@cpuc.ca.gov

R.11-02-018 Service List

nsuetake@turn.org
hayley@turn.org
catherine.mazzeo@swgas.com
sharon.yang@sce.com
nguyen.quan@gswater.com
vsolamar@yahoo.com
ATrial@SempraUtilities.com
harry.scarborough@bves.com
apriceson@att.net
ipilot66@yahoo.com
JRosen@JoshRosenLaw.com
jmauldin@adamsbroadwell.com
nao@cpuc.ca.gov
crl2@pge.com
epoole@adplaw.com
VidhyaPrabhakaran@dwt.com
brucestantonlaw@yahoo.com
ShadyGlenInn@hotmail.com
sheila@wma.org
michelle.mishoe@pacificorp.com
n.a.zachs@att.net
axnz@pge.com
A2PH@pge.com
bettyrances@gmail.com
CaliforniaDockets@pacificorp.com
grovesmgr@sbcglobal.net
dmarcus2@sbcglobal.net
davidmorse9@gmail.com
ebaires@semprautilities.com
gishar@cox.net
jpolish@carlsmith.com
jerryhaynes@charter.net
oakgroveest@hotmail.com
j7se@pge.com
floraholic@att.net
lbwatkins@yahoo.com
maryhoffmanre@gmail.com
mmcwalters@earthlink.net
atma@inreach.com
reneerowley@att.net
rkway1@sbcglobal.net
flo@astound.net
RobinThompson4@gmail.com
rdj@att.com

Director of Regulatory Affairs
Southwest Gas Corporation
P.O. Box 98510
Las Vegas, NV 89193-8510

Plumas Sierra Rural Electric
73233 State Route 70
Portola, CA 96122-7069

Southern California Edison Company
P.O. Box 800
Rosemead, CA 91770
AdviceTariffManager@sce.com

Truckee-Donner Public Utility District
P.O. Box 308
Truckee, CA 95734

Executive Director
California Energy Commission
1516 Ninth Street, MS-39
Sacramento, CA 95814

Honesto Gatchalian
California Public Utilities Commission
Energy Division, 4th Floor
505 Van Ness Avenue
San Francisco, CA 94102-3298
jnj@cpuc.ca.gov

Maria Salinas
California Public Utilities Commission
Energy Division, 4th Floor
505 Van Ness Avenue
San Francisco, CA 94102-3298
mas@cpuc.ca.gov

Edward Randolph, Director
California Public Utilities Commission
Energy Division, 4th Floor
505 Van Ness Avenue
San Francisco, CA 94102-3298
efr@cpuc.ca.gov

smlu@pge.com
patsuz38@comcast.net
teresa@teresahames.com
dwtcpudockets@dwt.com
swinaptos@yahoo.com
bmalby@aol.com
brooks.congdon@swgas.com
valerie.ontiveroz@swgas.com
bob.stoltz@swgas.com
GHealy@SempraUtilities.com
Naftab@semprautilities.com
mjmeimandi@yahoo.com
debwerner@earthlink.net
gailkerry@pacbell.net
junkor101@gmail.com
philip@lprealtyinc.net
libra_gina@hotmail.com
JReyesmsn@aol.com
foothillmobilepark.jamie@yahoo.com
case.admin@sce.com
janet.combs@sce.com
jennifer.shigekawa@sce.com
rkmoore@gswater.com
Gilbert.Neidig@navy.mil
amaniscalco@loftinfirm.com
rkotfica@roadrunner.com
Granjan13@aol.com
parkencinitas@sbcglobal.net
cap902a@cal-am.com
mdaytime@hotmail.com
werelovnlife@cox.net
getmesahm@me.com
ty@tosdallaw.com
liddell@EnergyAttorney.com
gloriav@campland.com
dancingriver@hotmail.com
CentralFiles@SempraUtilities.com
bpmv@sbcglobal.net
lojaphoto@aol.com
azpatc@gmail.com
J.Murphy@hoaEmpire.com
yucaipa50@verizon.net
dsilliman777@gmail.com
bobbiban@aol.com
heidis1@live.com
DocMcClure@yahoo.com
morrisonduck@aol.com
ohibette@sbcglobal.net
steven.sandwall@csuci.edu
rlrinsb@aol.com
msawyer@portfolioproperities.com

Dennis Randall
San Luis Rey Homes
300 Adademy Rd.
Oceanside, CA 92057

Bill Wylie
2379 Palm Ave
Livermore, CA 94550

Barbara Fenn
Golden Palms Mobile Home Estate
8181 Folsom Blvd., No. 67
Sacramento, CA 95826

SRCampbell1@earthlink.net
AHampp@earthlink.net
bigsis482000@yahoo.com
lrzambi@yahoo.com
janneary@att.net
lifeismerlot@gmail.com
peacock1951@hotmail.com
eklebaner@adamsbroadwell.com
mdjoseph@adamsbroadwell.com
rkoss@adamsbroadwell.com
pfleotta@aol.com
lendickey@earthlink.net
CJN3@pge.com
Gail.Slocum@pge.com
pas8@pge.com
mmattes@nossaman.com
irene@igc.org
cem@newsdata.com
Les.Guliasi@TransBayCable.com
regrelcuccases@pge.com
sherri@capstonecabinetry.com
umoaf@sbcglobal.net
aztec250@comcast.net
unclebob9@gmail.com
yiayia1957@yahoo.com
ccapriola@novato.org
SeacliffPRA@cruzio.com
webbheart@gmail.com
andylin6@comcast.net
theresa.ramos@sanjoseca.gov
rosie@cgbinvestments.net
bforrest@ix.netcom.com
cq.luu92@yahoo.com
mocmocmoc@hotmail.com
jimcha@sbcglobal.net
lionharry@aol.com
peanutsgrama@yahoo.com
vickybg@net.zero.com
bennrose@hughes.net
glorich@sbbmail.com
jeff@jbsenergy.com
rmccann@umich.edu
itsmeb@wildblue.net
5050park@earthlink.net
doglady@hotmail.com
lyleandjill@yahoo.com
jodee@aol.com
apollutionsolution@yahoo.com
rturene@yahoo.com
almondgrove@hignell.com
mbertolini1123@gmail.com

mramos11@att.net
cpuc@libertyutilities.com
jennifer.angell@pacificorp.com
DBP@cpuc.ca.gov
werner.blumer@cpuc.ca.gov
rgf@cpuc.ca.gov
cyc@cpuc.ca.gov
xjv@cpuc.ca.gov
mk3@cpuc.ca.gov
roe@cpuc.ca.gov
skh@cpuc.ca.gov
sni@cpuc.ca.gov
sks@cpuc.ca.gov
bradley.harward@hcd.ca.gov