



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

August 22, 2025

VIA EMAIL ONLY
EDTariffUnit@cpuc.ca.gov

**Advice Letter 270-E
(U 933-E)**

CA Public Utilities Commission
Energy Division
Attention: Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102-3298

**Subject: Liberty Utilities (CalPeco Electric) LLC (U-933 E) Tier 1 Advice Letter
to Update Rule 23 Mobilehome Park Program Tariff**

Purpose

Pursuant to Decision (D.) 24-12-037, Ordering Paragraph (OP) 3, Liberty Utilities (CalPeco Electric) LLC (Liberty) submits this Tier 1 advice letter revising its Rule 23 tariff to comply with a 200-ampere (amp) standard for to-the-meter (TTM) and behind-the-meter (BTM) components of the Mobilehome Park (MHP) Utility Conversion Program.

Summary

Liberty is revising its Rule 23 in compliance with OP 3 of D.24-12-037 updating from 100 amp to 200 amp as a standard for all MHP conversion program agreements. Liberty is requesting an effective date of September 1, 2025, for the new standard.

Background

On December 24, 2024, the California Public Utilities Commission (CPUC) issued D.24-12-037 in Rulemaking 18-04-018, adopting a 200-amp electrical service standard for the existing MHP Utility Conversion Program. Ordering Paragraphs 3 and 4 require Liberty to revise its MHP program agreements to reflect the 200-amp standard within nine months of the issuance of D.24-12-037. Liberty is also directed to work with Energy Division and Safety and Enforcement Division staff “to ensure that the language in the agreement fulfills the requirements of this decision.”¹ Liberty received confirmation via email from Energy Division staff that a Tier 1 Advice Letter proposing new agreement

¹ D.24-12-037, OP 4.

language reflecting the 200-amp standard would be sufficient to meet the requirements of the decision order.

Rule 23 Tariff Changes

In the attached form: 14-0710 MHP Utility Conversion Program Agreement Revisions 200 Amp, Liberty has updated the following sections: 5.3.2, 6.1.5, 6.1.6, and Table 2.1, changing “100 ampere” to “200 ampere”.

Effective Date

Liberty requests that this Tier 1 Advice Letter be effective as of September 1, 2025.

Tier Designation

Pursuant to General Order 96-B, and D.24-12-037, this Advice Letter is being submitted with a Tier 1 designation.

Protests:

Anyone wishing to protest this advice letter may do so by letter sent via U.S. mail, facsimile, or email, any of which must be received no later than September 11, 2025, which is 20 days after the date of this advice letter. There are no restrictions on who may submit a protest, but the protest shall set forth the grounds upon which it is based and shall be submitted expeditiously. Protests should be mailed to:

California Public Utilities Commission
Energy Division, Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102-3298
Facsimile: (415) 703-2200
Email: edtariffunit@cpuc.ca.gov

The protest should also be sent via email and U.S. mail to Liberty Utilities (CalPeco Electric) LLC at the address shown 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
Email: CaseAdmin@libertyutilities.com

Notice

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

Correspondence

Any correspondence regarding this compliance filing should be sent by email to the attention of:

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

If additional information is required, please do not hesitate to contact me.

Respectfully submitted,

LIBERTY

/s/ Elly O'Doherty
Elly O'Doherty
Manager, Rates and Regulatory Affairs

cc: Liberty General Order 96-B Service List

H. MOBILE HOME PARK BALANCING ACCOUNT (MHPBA)

- i. PURPOSE: The purpose of the Mobile Home Park Balancing Account (MHPBA) is to record and recover the actual incurred costs of implementing the voluntary Mobilehome Park Utility Conversion program to convert the electric master-meter/submeter service at mobile home parks and manufactured housing communities to direct service by Liberty Utilities, pursuant to Decision (D.) 14-03-021 and further modified in D.20-04-004, and D.24-12-037. The costs associated with the accounting entries in the MHPBA shall include incremental incurred expenses for both “to the meter” and “beyond the meter” capitalized costs. Pursuant to Ordering Paragraph (OP) 8 of D.14-03-021, the incurred expenses shall be entered into the program balancing account for recovery in the first year following the cut over of service subject to reasonableness review. Actual construction costs for each MHP conversion shall be entered into a balancing account and recovered in the year immediately following service cut over for that MHP. Reasonableness review of “to the meter” cost will occur in Liberty’s Utilities’ General Rate Case (GRC) proceedings, where these costs are included into the base rates. The review of the “beyond the meter” costs will occur in the first GRC after service cut over. This account will remain open and continue to record the ongoing MHP conversion costs and associated revenue requirements related to all completed projects until those are included in a GRC revenue requirement. Pursuant to OP 1 of D. 20-04-004, Liberty Utilities is offering Mobilehome Park Utility Conversion Program until the earlier date of December 31, 2030 or the issuance of a Commission Decision for the continuation, expansion or modification of the program. (T)
- ii. PROCEDURE: Liberty Utilities shall maintain the MHPBA by making entries to this account at the end of each month as follows:
- (1) A debit entry equal to the recorded incremental O&M expenses, including applicable payroll taxes and benefits on Liberty Utilities’ labor;
 - (2) A debit entry equal to the incremental capital-related revenue requirement, excluding associated Franchise Fees and Uncollectible (FF&U) expenses, related to the “to the meter” capital costs incurred. Capital-related revenue requirements include depreciation expense, the return on investment at a rate equivalent to Liberty Utilities’ current authorized return on rate base, federal and state income taxes, and property taxes associated with the costs of installed equipment;
 - (3) A debit entry equal to the revenue requirement, excluding FF&U, related to the “beyond the meter” costs incurred. The revenue requirement will include amortization expense, return on investment, and federal and state income taxes, associated with the costs of installed equipment. The “beyond the meter” costs are recorded as a regulatory asset and will be amortized over ten years, with a return on investment at a rate equivalent to Liberty Utilities’ current authorized return on rate base;

(Continued)

Advice Letter No. 270-E

Issued by
Moses Thompson
Name
President
Title

Date Filed August 22, 2025

Decision No. D.24-12-037

Effective September 1, 2025

Resolution No. _____

LIBERTY UTILITIES (CALPECO ELECTRIC) LLC

SOUTH LAKE TAHOE, CALIFORNIA

2nd Revised

CPUC Sheet No. 41G

Canceling 1st Revised

CPUC Sheet No. 41G

H. MOBILE HOME PARK BALANCING ACCOUNT (MHPBA) (Continued)

- (4) A debit or credit entry to transfer the balance to or from any other accounts as approved by the Commission; and
- (5) An entry equal to the interest on the average balance in this account at the beginning of the month and the balance in this account after the above entries at a rate equal to one-twelfth the interest rate on three-month Commercial Paper for the previous month, as reported in the Federal Reserve Statistical Release H.15, or its successor.

iii. APPLICABILITY

The MHPBA shall apply to all customer classes, except for those schedules or contracts specifically excluded by the Commission.

iv. CHANGES IN RATES

Costs recorded in the MHPBA may be recovered in rates only after a request by Liberty Utilities, a showing of reasonableness, and approval by the Commission. Such a request may be made by formal application specifically for that purpose, by inclusion in a subsequent general rate case, or other rate setting request.

Advice Letter No. 270-E

Decision No. D.24-12-037

Issued by

Moses Thompson

Name

President

Title

Date Filed August 22, 2025

Effective September 1, 2025

Resolution No. _____



MOBILEHOME PARK UTILITY 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" ("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 ten-year program under the direction of the California Public Utilities Commission ("CPUC" or "Commission") pursuant to Decision 20-04-004 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 Rule 23 ("MHP Rules"). This Agreement and the MHP Rules shall govern the conversion of the entire private electric 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:

☒ Electric Only

- 1.2. Prior to signing this Agreement, the MHP Owner/Operator would have already submitted the California Public Utilities Commission's (CPUC's or Commission's) "Form of Intent" and the MHP Application (Form 14-0700), and continue to be bound by the terms set forth in those documents.
- 1.3. The number of MHP-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of occupied residential MHP-Spaces permitted by the California Department of Housing and Community Development or its designated agency, within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MHP-Space permitted by the California Department



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of Housing and Community Development or its designated agency, that are designated on the MHP Application that are currently able to receive electric and/or gas service from the existing master metered/submeter system (Legacy System).

- 1.4. The MHP Owner/Operator must provide the following documents with the MHP Agreement pursuant to MHP Program criteria in MHP Rules: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) if the MHP is operated on leased real property, proof that the land lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by Liberty Utilities; and (3) declaration under penalty of perjury/affirmation that the MHP is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).
- 1.5. This Agreement conforms to Decisions (D.)20-04-004 and D.24-12-037, 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.



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- 3.2. If requested by either party, a post engineering meeting can be requested prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the Contractor's bid to perform the "Beyond-the-Meter" work. Liberty Utilities and the Commission encourage 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.
- 3.2.1. If Liberty Utilities and the MHP Owner/Operator fail to agree upon the qualifications of the contractor selected to perform "Beyond the Meter" work, the CPUC's Safety and Enforcement Division (SED) will be consulted to resolve the dispute.
- 3.2.2. The Contractor shall be selected based on the "most cost-effective option". Liberty Utilities reserves the right to review the reasonableness of bids for "Beyond the Meter" work that are received by the MHP Owner/Operator. Liberty Utilities and the CPUC encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).
- 3.2.3. The MHP Owner/Operator understands and agrees that neither Liberty Utilities' consultation and coordination with the MHP Owner/Operator regarding the selection of a Contractor, nor its review of bids or other pricing terms, constitutes an endorsement by Liberty Utilities of said Contractor or its work. Further, the MHP Owner/Operator understands and agrees that Liberty Utilities makes no guarantee or warranty, either expressed or implied, with respect to the Contractor's work. The MHP Owner/Operator understands and agrees that Liberty Utilities will not be liable for any claims related to "Beyond the Meter" facilities, including but not limited to claims related to the planning, design, construction and/or maintenance of such facilities, and the MHP Owner/Operator agrees to indemnify, defend and hold harmless Liberty Utilities and its officers, directors, employees and/or agents from and against any such claims.
- 3.3. Agreements and documents shall be mailed to:
- Mobilehome Park Utility Conversion Program
Liberty Utilities (CalPeco Electric) LLC
933 Eloise Avenue
South Lake Tahoe, CA 96150



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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 & 16) and D.20-04-004.
- 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 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 Liberty Utilities.
- 5.3.2. Liberty Utilities will normally design and install a single phase, 120/240 volts, 200 ampere electric meter service equipment at each individual MHP-Space. Any requests for service modifications beyond the 200-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 – General

- 5.4.1. 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



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to Liberty Utilities the physical conditions at the work site, including as applicable, potential cultural sites, potential environmental issues, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; the extent of established lines and levels. MHP Owner/Operators who fail to disclose potential issues during the design phase risk removal from the program by Liberty Utilities.

- 5.4.2. MHP Owner/Operator will at all times own and is responsible for the “Beyond- the-Meter” utility service facilities.
- 5.4.3. Requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program can be made by the MHP Owner/Operator and such modifications and additional incremental costs, will be the sole responsibility of the MHP Owner/Operator. 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.

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. For common areas, Liberty Utilities will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to the Liberty Utilities’ main distribution facilities. Moreover, the selected location shall be as close as practicable to the existing service delivery point(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations. Liberty Utilities will not provide the service panel and “Beyond-the-Meter” reimbursements for these common area services. Requests for additional common use area meters and services, including services for recreational vehicles (RV) spaces that are not provided by the MHP Program but are approved by Liberty Utilities, will be designed under the guidance of the Service Relocation and Rearrangement provisions of Liberty Utilities’ Rules. The MHP Owner/Operator will be responsible for such charges, which shall be listed in Attachment B and C of this Agreement.

- 5.4.3.1. 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



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Liberty Utilities.

5.4.3.2. “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.

5.4.3.3. 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.

5.4.4. 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.

5.4.5. 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. Liberty Utilities meters will be installed to serve these facilities. MHP Owner/Operator will be responsible payment of Liberty Utilities’ 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.

5.5. Existing Distribution System (Legacy System)

5.5.1. 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, including above ground facilities, i.e., submeters and risers) and related permitting, decommissioning and any environmental remediation.

5.5.2. Liberty Utilities shall not remove the existing legacy system unless necessary, and the system shall be abandoned in place. Liberty Utilities shall isolate the new and existing legacy systems. Liberty Utilities shall not incur any expenses associated



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with the removal or retirement of the existing system under the MHP Program. Should removal of the sub-metered 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.

5.6. Permits

5.6.1. Except for the routine, ministerial construction permits to be acquired by Liberty Utilities pursuant to Section 6 of this Agreement, the acquisition of all other permits will be the responsibility of the MHP Owner/Operator. This includes, but not limited to the following:

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

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

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

5.7. Environmental, Endangered Species and Cultural Resources Review

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

5.7.2. 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



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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.

5.8. Outreach and Education

- 5.8.1. 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.
- 5.8.2. 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.
- 5.8.3. 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.
- 5.8.4. 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. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MH residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement - Attachment A. The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information.
- 5.8.5. 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.

5.9. Construction

- 5.9.1 Construction of the conversion project may commence after compliance with Section D.3.b of the MHP Rules. Prior to signing the Mobilehome Conversion



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Program Agreement, each MHP Owner/Operator, in consultation and coordination with Liberty Utilities, shall select and hire a qualified licensed Contractor to perform all necessary "Beyond-the-Meter" construction, and/or electrical work consistent with Section 4 of this Agreement. The MHP Owner/Operator shall assure its Contractor shall work with the MHP Representative to pre-notify and coordinate all work with Liberty Utilities and other affected Parties to ensure that the project is completed in a timely and cost-efficient manner with the least inconvenience to MHP residents.

- 5.9.2. The MHP Owner/Operator shall work cooperatively with Liberty Utilities to resolve various construction issues that may arise during the project, such as providing an acceptable site for construction yard for Liberty Utilities materials and equipment during the project.

Construction of the 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 requested service relocations, rearrangements and upgrades not covered by the MHP Program, as discussed in Section 10 of this Agreement; and 4) the execution of the MHP Agreement.

- 5.9.3. MHP Owner/Operator shall assure that its contractors are aware of and abide by all safety requirements described in Section 7 of this Agreement.

5.10. Cutover / Completion of Conversion

- 5.10.1. Prior to cutover, all jurisdictional authorities must inspect and approve installation of the "Beyond-the-Meter" work.
- 5.10.2. 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.
- 5.10.3. 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.
- 5.10.4. If requested by Liberty Utilities, the MHP Owner/Operator shall require the Contractor to be available to perform joint cutover with Liberty Utilities for the individual services within the MHP.



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- 5.10.5. 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.
- 5.10.6. Upon cutover to the new distribution system, the MHP Owner/Operator will take ownership of all "Beyond-the-Meter" facilities and will be responsible for all maintenance associated with the facilities.

6. Utility's Responsibilities

6.1. Engineering and Planning

- 6.1.1. Liberty Utilities will design and install the new "To-the-Meter" electric distribution and service system for the MHP to meet current Liberty Utilities 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.

- 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 consult with the MHP Owner/Operator to identify the location of each electric meter and any protection required for the metering service equipment. Liberty Utilities will have the final approval of the location of the meter.
- 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 200 amperes, the Liberty Utilities will design and install "To-the-Meter" facilities to accommodate 200 ampere service as part of the MHP Program.
- 6.1.6. With the exception of the 200 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.



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- 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 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 work at the MHP. Liberty Utilities will not resume work until it has received authorization from appropriate experts and/or agency with jurisdictional authority. Liberty Utilities 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. Liberty Utilities will work with the MHP Representative to ensure all notices and project information is communicated and distributed in a timely manner.



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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 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 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



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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.
- 6.6.4. Existing MHP residents within the MHP will be converted to direct Liberty Utilities' service and will be served under existing Liberty Utilities' tariffs. At the time of the initial service cut-over, fees associated with new customer credit checks and service deposits will be waived. However, as with other residential customers, MHP residents will still be subject to discontinuance of service provisions per Liberty Utilities' Discontinuance and Restoration of Service Rule (Rule No. 11). After the service cutover is completed and MHP residents have established their Liberty Utilities' accounts, all new MHP residents will be subject to all existing credit requirements and deposits applicable to all Liberty Utilities' residential customers.
- 6.6.5. Existing MHP residents who participate in the CARE and/or the Family Electric Rate Assistance (FERA) programs through the MHP master-metered/submetered distribution system and become a customer of Liberty Utilities through the MHP Program will be deemed grandfathered into the respective program without having to recertify or reapply as long as the name of the customer for the new service account matches the name of the CARE/FERA participant. This will be a one-time exception to the respective CARE/FERA Rules at the time of the service conversion.
- 6.6.6. Existing MHP residents who receive medical baseline allowances through the MHP master-metered/submetered distribution system and become a customer 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 lives at the residence. This will be a one-time exception to the Medical Baseline Rules at the time of the service conversion.
- 6.6.7. Liberty Utilities or its contractor shall de-energize and disconnect the Legacy System once cutover is completed to ensure safety of the disconnected system.

7. Safety

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



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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 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 personnel, 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.



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8. Delay and Suspension of Work

- 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 Liberty Utilities 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:



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- 9.1.2.1. Reimburse Liberty Utilities for all work and costs incurred prior to the cancellation that did not result in a direct Liberty Utilities service of an individual 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 Liberty 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 and will not provide "Beyond-the-Meter" reimbursements for these common area services. Liberty utilities will not provide the service panel.
- 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



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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.

- 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)



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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 master-meter/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.



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13. Compliance with Laws and Regulations

- 13.1. During the performance of the Work, MHP Owner/Operator, contractor and its subcontractors, agents and employees shall fully comply with all applicable state and federal laws and with any and all applicable bylaws, rules, regulations and orders made or promulgated by any government, government agency or department, municipality, board, commission or other regulatory body; and shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations or plans.
- 13.2. MHP Owner/Operator shall require any contractor or subcontractor to whom any portion of the work to be performed hereunder may be contracted to comply with provisions of this paragraph, and agrees to save and hold 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 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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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

18. Not a Joint Venture

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

19. Consumer Protection Measures

The MHP residents are intended third party beneficiaries with respect to the protections contained in this clause, and shall have the sole right to enforce this clause:

The property owner(s) and/or the resident shall not raise the rent of a unit or space because of the increased value of the unit due solely to infrastructure improvements provided by the Mobilehome Park (MHP) Utility Conversion Program (MHP Conversion Program or Program). Allowable factors for rent increase include, but are not limited to, an increase in property taxes, operation and maintenance costs, and/or amortizing costs of property improvements other than those made by the MHP Conversion Program. The owner(s) of the MHP shall provide notice of this protection from rent increases due to participation in the MHP Conversion Program in writing to each MHP resident within 3 days of transfer of the MHP infrastructure to the utility following program completion. That notice will include the current contact information for mobilehome resources, including but not necessarily limited to the Mobilehome Assistance Center and the Mobilehome Residency Law Protection Program:

Mobilehome Assistance Center (Complaints)

Phone: 1-(800) 952-8356

E-mail: MHAssistance@hcd.ca.gov

Mailing Address: P.O. Box 278690, Sacramento, CA 95827-8690

Mobilehome Residency Law Protection Program (Complaints)

Phone: 1-(800) 952-8356

E-mail: MRLComplaint@hcd.ca.gov

Mailing Address: P.O. Box 278690, Sacramento, CA 95827-8690



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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

Name of Mobilehome Park

Liberty Utilities (CalPeco Electric) LLC

Name of Owner/Operator

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Attachment A Documents and Declaration

A. Additional Documentation

As described in the Applicability Section of Rule 23 (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 from the time that the MHP Agreement is executed by Liberty Utilities.

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

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

B. Declaration of Non-Condemnation

In accordance with CPUC Decisions (D.) 14-03-021, D. 20-04-004, and subject to the requirements of Electric Rule 23, all MHPs 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.



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Attachment A Documents and Declaration

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



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Attachment B Contractor Section

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 and the California Public Utilities Power Commission encourage 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 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
UTILITY CONVERSION PROGRAM AGREEMENT**

**Attachment B
Contractor Section**

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 UTILITY 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.) 20-04-004, 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/submeter electric 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

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.

MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Attachment C Estimated Costs for MHP Project

Table 2-1

	“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 > 200 amperes where the MHP lots are owned by the resident residing on the lot.			X			X
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space where the lots are not owned by the resident residing on the lot (leased or rented spaces)		X			X	



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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

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]

Costs Not Covered by
the MHP Program

\$

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

\$

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

\$

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

\$

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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Attachment C Estimated Costs for MHP Project

B. MHP Owner/Operator's "Beyond-the-Meter" Project Costs

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

	Cost Covered by the MHP Program	Costs Not Covered by the MHP Program ²
<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:	\$ _____	\$ _____
Other – Includes, but is not limited to, permits as provided by contractor.	\$ _____	\$ _____
MHP Owner/Operator's Total Estimated "Beyond-the-Meter" Project Costs	\$ _____	\$ _____
C. Estimated Cost for MHP Service Conversion Project (A + B)	\$ _____	\$ _____
D. Number of MH-Spaces	_____	
E. Average Cost per MH-Space	\$ _____	\$ _____

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



MOBILEHOME PARK UTILITY 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 as described in Rule No. 23 and the Mobilehome Park Conversion Program Agreement will be the responsibility of the requesting party. These modifications will be handled under Liberty Utilities' current applicable Tariffs. 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 Liberty Utilities' Rules for Service Relocation and Rearrangement. Service modifications and relocations for MHP-Spaces in a non-resident owned MHP (leased or rented spaces), must be requested by and is the responsibility of the MHP Owner/Operator.

Service modifications and relocations for MHP-Spaces in a MHP where the lots are not owned by the resident residing on the lot (leased or rented spaces), must be requested by and is the responsibility of the MHP Owner/Operator.

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

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

1. Amount Due from MHP Owner/Operator to 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 \$ _____



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Attachment D

Costs that the MHP Owner/Operator is Responsible for that is Not Covered under the MHP Program

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

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

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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Attachment D Costs that the MHP Owner/Operator is Responsible for that is Not Covered under the MHP Program

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

"To-the-Meter" Costs Not Covered By the MHP Program

Location	Responsible Party	Requested Service Modification	Estimated Cost

"Beyond-the-Meter" Costs Not Covered By the MHP Program

Location	Responsible Party	Requested Service Modification	Estimated Cost



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

Attachment E Costs that the MHP Residents are Responsible for that is Not Covered under the MHP Program

MHP Owner/Operator: _____

Project Name: _____

Address: _____

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

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

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

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

Attachment E Costs that the MHP Residents are 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

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

VIA EMAIL

gbinge@ktminc.com;
epoole@adplaw.com;
cem@newsdata.com;
rmccann@umich.edu;
bhodgeusa@yahoo.com;
cem@newsdata.com;
dietrichlaw2@earthlink.net;
ejanssen@b2energylaw.com;
abrown@b2energylaw.com;
bbiering@b2energylaw.com;
plumascoco@gmail.com;
marshall@psln.com;
stephenhollabaugh@tdpud.org;
gross@portersimon.com;
mccluretahoe@yahoo.com;
catherine.mazzeo@swgas.com;
SDG&ETariffs@semprautilities.com;
bcragg@downeybrand.com;
AdviceTariffManager@sce.com;
edtariffunit@cpuc.ca.gov;
jrw@cpuc.ca.gov;

tlg@cpuc.ca.gov;
dao@cpuc.ca.gov;
kjl@cpuc.ca.gov;
fadi.daye@cpuc.ca.gov;
usrb@cpuc.ca.gov;
vidhyaprabhakaran@dwt.com;
judypau@dwt.com;
dwtcpucdockets@dwt.com;
dan.marsh@libertyutilities.com;
sharon.yang@libertyutilities.com;
ginge@regintl.com;
christopher.westling@cpuc.ca.gov;
sletton@cityofsl.us;
sacksyboy@yahoo.com;
xian.li@cpuc.ca.gov;
Candace.Morey@cpuc.ca.gov;
mts@cpuc.ca.gov



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

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

Utility type:

☒ ELC ☐ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Elly O'Doherty

Phone #: 530-807-8987

E-mail: Elly.Odoherty@libertyutilities.com

E-mail Disposition Notice to: AnnMarie.Sanchez@libertyutilities.com

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 270-E

Tier Designation: 1

Subject of AL: Rule 23 Mobilehome Park Program Tariff

Keywords (choose from CPUC listing): Balancing Account, Mobile Home Parks

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

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.24-12-037

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 AL:

Confidential treatment requested? ☐ Yes ☒ No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? ☐ Yes ☒ No

Requested effective date: 9/1/25

No. of tariff sheets: 2

Estimated system annual revenue effect (%): n/a

Estimated system average rate effect (%): n/a

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

Tariff schedules affected: MOBILE HOME PARK BALANCING ACCOUNT (MHPBA)

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

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

Name: Elly O'Doherty
Title: Manager, Rates and Regulatory Affairs
Utility Name: Liberty Utilities (CalPeco Electric) LLC
Address: 9750 Washburn Road
City: Downey State: California
Telephone (xxx) xxx-xxxx: 530-807-8987
Facsimile (xxx) xxx-xxxx:
Email: Elly.Odoherty@libertyutilities.com

Name: AnnMarie Sanchez
Title: Coordinator
Utility Name: Liberty Utilities (California)
Address: 9750 Washburn Road
City: Downey State: California
Telephone (xxx) xxx-xxxx: 562-805-2052
Facsimile (xxx) xxx-xxxx:
Email: AnnMarie.Sanchez@libertyutilities.com

Clear Form

ENERGY Advice Letter Keywords

Affiliate	Direct Access	Preliminary Statement
Agreements	Disconnect Service	Procurement
Agriculture	ECAC / Energy Cost Adjustment	Qualifying Facility
Avoided Cost	EOR / Enhanced Oil Recovery	Rebates
Balancing Account	Energy Charge	Refunds
Baseline	Energy Efficiency	Reliability
Bilingual	Establish Service	Re-MAT/Bio-MAT
Billings	Expand Service Area	Revenue Allocation
Bioenergy	Forms	Rule 21
Brokerage Fees	Franchise Fee / User Tax	Rules
CARE	G.O. 131-D	Section 851
CPUC Reimbursement Fee	GRC / General Rate Case	Self Generation
Capacity	Hazardous Waste	Service Area Map
Cogeneration	Increase Rates	Service Outage
Compliance	Interruptible Service	Solar
Conditions of Service	Interutility Transportation	Standby Service
Connection	LIEE / Low-Income Energy Efficiency	Storage
Conservation	LIRA / Low-Income Ratepayer Assistance	Street Lights
Consolidate Tariffs	Late Payment Charge	Surcharges
Contracts	Line Extensions	Tariffs
Core	Memorandum Account	Taxes
Credit	Metered Energy Efficiency	Text Changes
Curtailable Service	Metering	Transformer
Customer Charge	Mobile Home Parks	Transition Cost
Customer Owned Generation	Name Change	Transmission Lines
Decrease Rates	Non-Core	Transportation Electrification
Demand Charge	Non-firm Service Contracts	Transportation Rates
Demand Side Fund	Nuclear	Undergrounding
Demand Side Management	Oil Pipelines	Voltage Discount
Demand Side Response	PBR / Performance Based Ratemaking	Wind Power
Deposits	Portfolio	Withdrawal of Service
Depreciation	Power Lines	