

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) #: **57-E**

Subject of AL: **Update to 27 of Liberty Utilities' Standard Forms (see attached Ex. A)**

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: GO 96-B § 8.5.8

Does AL replace a withdrawn or rejected AL?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

Summarize differences between the AL and the prior withdrawn or rejected AL¹: _____

Resolution Required? Yes No

Requested effective date: February 24, 2016

No. of tariff sheets:

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:

Service affected and changes proposed¹:

Pending advice letters that revise the same tariff sheets:

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

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

February 24, 2016

**Advice Letter 57-E
(U933E)**

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

Subject: Update to 27 of Liberty Utilities' Standard Forms

Liberty Utilities (CalPeco Electric) LLC (U933E) ("Liberty Utilities") hereby submits this **Tier 1** Advice Letter pursuant to General Order 96-B Section 8.5.8, to update 27 of its Standard Forms.

Introduction

Liberty Utilities seeks to revise its Standard Forms to provide its customers with accurate and up-to-date information. A total of 27 updated Standard Forms, including a clean version and, if applicable, a redlined version, are included with this Advice Letter. Liberty Utilities has split the updated Standard Forms into two separate exhibits.

Exhibit A – Typographical, Logo, Contact Information, and Numbering System Updates

Exhibit A contains 24 Standard Forms that Liberty Utilities seeks to (i) correct for typographical errors, (ii) include the updated Liberty Utilities logo, and (iii) include an updated form numbering system. A detailed table identifying the specific updates made to each Standard Form is included at the beginning of Exhibit A.

Since the current Standard Forms were created, Liberty Utilities has updated its internal system that processes the forms and, in some cases, auto-fills customer information. Liberty Utilities' new system has streamlined various processes and has created a uniform numbering system. Accordingly, the Standard Forms in Exhibit A reflect Liberty Utilities' new numbering system.

In addition, since these Standard Forms were created, Liberty Utilities has revised its company logo. Many of the Standard Forms include the older version of the logo. Thus, Liberty Utilities has updated any Standard Forms that did not include the revised logo.

Similarly, Liberty Utilities has added, and where appropriate, updated its contact information in the Standard Forms.

Finally, Liberty Utilities has also corrected non-substantive typographical errors (e.g., spelling mistakes, spacing issues, formatting issues, etc.).

Exhibit B - Outdated Standard Forms

Exhibit B contains three Standard Forms that Liberty Utilities requests permission to remove from its website as they are either a duplicate of another form or are no longer used in Liberty Utilities' normal course of business.

Liberty Utilities is requesting the removal of the following three forms:

- (1) Form 98-0290 Authorization for Non-Residential (Commercial) Utility Service(s) and Credit Application;
- (2) Form 98-0303 Emergency Turn-On Service Order Request; and
- (3) Form 98-0249 Certificate of Deposit.

Form 98-0290 is a duplicate of Form 11-0900 (included within Exhibit A). Thus, in order to avoid customer confusion, Liberty Utilities is requesting that it be allowed to retire Form 98-0290.

Liberty Utilities' Form 98-0303 and Form 98-0249 are no longer used in its normal course of business, thus are no longer "forms of concern to customers in connection with the utility's services."¹

Liberty Utilities no longer issues a certificate of deposit and so no longer uses Form 98-030; thus a customer that submits a deposit may not understand why he/she was not issued the certificate of deposit located on Liberty Utilities' website. Similarly, Liberty Utilities' current process for a customer to request emergency turn-on service does not include the use of Form 98-0249.

Effective Date

Liberty Utilities requests that this **Tier 1** Advice Letter be effective upon the date of submission, February 24, 2016.

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 March 15, 2016, which is 20 days after the

¹ CPUC General Order 96-B Section 8.5.8.

Energy Division Tariff Unit
California Public Utilities Commission
February 24, 2016
Page 3

submission of this advice letter 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:

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 also should be sent via email and U.S. Mail 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: stevegreenwald@dwt.com
Email: vidhyaprabhakaran@dwt.com

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.

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

Sincerely,



Ken Wittman
Senior Manager of Finance, Accounting and Regulatory
Liberty Utilities (CalPeco Electric) LLC

Attachments

cc: Liberty Utilities General Order 96 –B Advice Letter Service List

Liberty Utilities (CalPeco Electric) LLC
Advice Letter Filing Service List
General Order 96-B, Section 4.3

VIA EMAIL

gbinge@ktminc.com
emello@sppc.com
epoole@adplaw.com
cem@newsdata.com
rmccann@umich.edu
sheila@wma.org
abb@eslawfirm.com
cbk@eslawfirm.com
bhodgeusa@yahoo.com
chilen@nvenenergy.com
phanschen@mofoc.com
liddell@energyattorney.com
cem@newsdata.com
dietrichlaw2@earthlink.net
abb@eslawfirm.com
glw@eslawfirm.com
clerk-recorder@sierracounty.ws
plumascoco@gmail.com
marshall@psln.com
stephenhollabaugh@tdpud.org
gross@portersimon.com
mccluretahoe@yahoo.com
catherine.mazzeo@swgas.com
Theresa.Faegre@libertyutilities.com
Ken.Wittman@libertyutilities.com
SDG&ETariffs@semprautilities.com
Alain.Blunier@libertyutilities.com

AdviceTariffManager@sce.com
edtariffunit@cpuc.ca.gov
jrw@cpuc.ca.gov
rmp@cpuc.ca.gov
jaime.gannon@cpuc.ca.gov
mas@cpuc.ca.gov
txb@cpuc.ca.gov
efr@cpuc.ca.gov
tlg@cpuc.ca.gov
dao@cpuc.ca.gov
ljt@cpuc.ca.gov
mmg@cpuc.ca.gov
kjl@cpuc.ca.gov
denise.tyrrell@cpuc.ca.gov
fadi.daye@cpuc.ca.gov
winnie.ho@cpuc.ca.gov
usrb@cpuc.ca.gov
Rob.Oglesby@energy.ca.gov
stevegreenwald@dwt.com
vidhyaprabhakaran@dwt.com
judypau@dwt.com
dwtcpucdockets@dwt.com
patrickferguson@dwt.com
travis.ritchie@sierraclub.org

Exhibit A

Liberty Utilities Standard Forms to be Revised

Exhibit A

Form No.	Form Title	Updates
15-0600	EITE Attestation Form – Appendix A	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated
14-0700	Utility Upgrade Program Application	<ul style="list-style-type: none"> - Numbering System Updated - Fixed Typographical Mistakes (e.g., spelling, formatting)
14-0710	Utility Upgrade Program Agreement	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated - Fixed Typographical Mistakes (e.g., spelling, spacing)
98-2763	Utility Facility Agreement	<ul style="list-style-type: none"> - Added Logo - Numbering System Updated - Updated Address - Fixed Typographical Mistakes (e.g., spelling, formatting)
98-1045	Outdoor Lighting Agreement (Schedule No. OL-1)	<ul style="list-style-type: none"> - Added Logo - Numbering System Updated - Fixed Typographical Mistakes (e.g., spelling, formatting)
98-1050	Contract for Schedule PA Electric Service	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated - Fixed Typographical Mistakes (e.g., name clarification)
98-2100	Application for Liberty Utilities’ California Alternative Rates for Energy (CARE) (English)	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated - Fixed Typographical Mistakes (e.g., name clarification)
98-2150	Application for Liberty Utilities’ California Alternative Rates for Energy (CARE) (Spanish)	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated - Fixed Typographical Mistakes (e.g., name clarification)
98-2200	Application for Liberty Utilities’ California Alternative Rates for Energy Expanded CARE for Group-Living Facilities	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated - Fixed Typographical Mistakes (e.g., name clarification)
98-3290	Proposal to Purchase and Agreement for Transfer of Ownership of Distribution Systems	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated - Fixed Typographical Mistakes (e.g., formatting, spacing)
11-0100	Affidavit in Support of Customer Claim as	<ul style="list-style-type: none"> - Logo Update

	Qualifying as a Microbusiness Under Government Code Section 14837	<ul style="list-style-type: none"> - Numbering System Updated - Fixed Typographical Mistakes (e.g., name clarification)
11-0200	Net Energy Metering Application for Generating Facility Having a Capacity of Less Than 30Kw	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated - Fixed Typographical Mistakes (e.g., name clarification)
11-0300	Interconnection and Net Energy Metering Agreement for Residential Customers or Small Commercial Customers of a Solar, Wind or Hybrid of Both Generating Facility Having a Capacity of Less Than 30kW	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated - Fixed Typographical Mistakes (e.g., formatting, name clarification)
11-0400	Property Owner/Manager Standing Order Request	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated - Fixed Typographical Mistakes (e.g., formatting)
11-0500	Declaration of Eligibility for Permanent Residential Baseline Rates	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated - Fixed Typographical Mistakes (e.g., name clarification)
11-0600	Outdoor Lighting Service Application	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated
11-0700	Medical Baseline Allowance	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated - Fixed Typographical Mistakes (e.g., name clarification)
11-0710	Medical Baseline Allowance – Self-Certification	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated - Fixed Typographical Mistakes (e.g., name clarification)
11-0720	Authorization to release Medical Information	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated - Fixed Typographical Mistakes (e.g., name clarification)
11-0750	Medicos asignacion inicial / Medical Baseline Allowance - Enrollment and Re-Certification (Spanish)	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated - Added Mailing Address - Fixed Typographical Mistakes (e.g., consistency with the English version)
11-0770	Autorizacion para divulgar informacion medica -	<ul style="list-style-type: none"> - Logo Update

	Authorization to Release Medical Information (Spanish)	<ul style="list-style-type: none"> - Numbering System Updated - Fixed Typographical Mistakes (e.g., consistency with the English version)
11-0800	Surety Bond / Bill Guaranty	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated - Fixed Typographical Mistakes (e.g., name clarification)
11-0900	Commercial Utility Service Application	<ul style="list-style-type: none"> - Logo Update - Numbering System Updated - Added Liberty Utilities' fax numbers - Fixed Typographical Mistakes (e.g., capitalization)
11-1200	Simplified Contract for Eligible CHP Systems less than 500 kW	<ul style="list-style-type: none"> - Numbering System Updated - Added Updated Liberty Utilities Contact Information - Fixed Typographical Mistakes (e.g., formatting, grammar, spacing, etc.)



Appendix A

Attestation to the California Public Utilities Commission of Eligibility for CA
Industry
Assistance

Eligibility	
By checking this box, I confirm that my facility is not required to report to the California Air Resources Board under its Regulation for Mandatory Reporting of Greenhouse Gas Emissions (MMR) and is eligible for CA Industry Assistance.*	[check box]
Form Contact Information	
Company Name*	
Authorized Representative Name*	
Authorized Representative Title*	
Email*	
Phone*	
Mailing Address*	
Facility Information	
Facility Name*	
Service Address*	
Primary NAICS Code*	
Description of Primary Facility Operations	
Primary Utility Account Number*	
Additional Utility Account Number*	
Additional Utility Account Number(s)	
Account Number for Bill Credit	
Acknowledgement of Audit	
I understand that as a result of submitting this attestation, I may be selected for an audit. If I am selected for an audit, I agree to comply with all requests for documents to support any information provided in this Attestation. I also agree to allow a Commission designee or utility designee to inspect my facility to verify the activities I am claiming in my Attestation*	[Signature]
Certification	
I certify under penalty of perjury under the laws	[Signature]



<p>of the State of California that I have personal knowledge of the facts stated in this Attestation and I have the authority to make this Attestation on behalf of the Company. I further certify, to the best of my knowledge, all of the statements and representations made in this Attestation are true and correct. I understand that any false statements of misrepresentations could subject me, personally, and the company that I represent to penalty, including those penalties specified in Public Utilities Code Sections 2111 and 2112.*</p>	
<p>I understand that I am responsible for notifying the utility and/or the California Public Utilities Commission of any changes to the information reported in this form. I am required to provide updates in writing within 60 days of a change in facility operations.*</p>	<p>[Signature]</p>
<p>Comments</p>	

* Required Fields

Mail Attestation to:

Liberty Utilities
 Attn: Regulatory Affairs
 P.O. Box 19
 Tahoe Vista, CA 96148



Appendix A

Attestation to the California Public Utilities Commission of Eligibility for CA
Industry
Assistance

Eligibility	
By checking this box, I confirm that my facility is not required to report to the California Air Resources Board under its Regulation for Mandatory Reporting of Greenhouse Gas Emissions (MMR) and is eligible for CA Industry Assistance.*	[check box]
Form Contact Information	
Company Name*	
Authorized Representative Name*	
Authorized Representative Title*	
Email*	
Phone*	
Mailing Address*	
Facility Information	
Facility Name*	
Service Address*	
Primary NAICS Code*	
Description of Primary Facility Operations	
Primary Utility Account Number*	
Additional Utility Account Number*	
Additional Utility Account Number(s)	
Account Number for Bill Credit	
Acknowledgement of Audit	
I understand that as a result of submitting this attestation, I may be selected for an audit. If I am selected for an audit, I agree to comply with all requests for documents to support any information provided in this Attestation. I also agree to allow a Commission designee or utility designee to inspect my facility to verify the activities I am claiming in my Attestation*	[Signature]
Certification	



<p>I certify under penalty of perjury under the laws of the State of California that I have personal knowledge of the facts stated in this Attestation and I have the authority to make this Attestation on behalf of the Company. I further certify, to the best of my knowledge, all of the statements and representations made in this Attestation are true and correct. I understand that any false statements or misrepresentations could subject me, personally, and the company that I represent to penalty, including those penalties specified in Public Utilities Code Sections 2111 and 2112.*</p>	<p>[Signature]</p>
<p>I understand that I am responsible for notifying the utility and/or the California Public Utilities Commission of any changes to the information reported in this form. I am required to provide updates in writing within 60 days of a change in facility operations.*</p>	<p>[Signature]</p>
<p>Comments</p>	

* Required Fields

Mail Attestation to:

Liberty Utilities
 Attn: Regulatory Affairs
 P.O. Box 19
 Tahoe Vista, CA 96148

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

In accordance with California Public Utilities Commission (CPUC or Commission) Decision (D.) 14-03-021, and subject to the requirements of the Mobilehome Park Utility Upgrade Program Rule (MHP Rule¹), the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Utility Upgrade 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.

MHP Owners/Operators who are receiving this Application previously submitted the CPUC Form of Intent during the open application period. After reviewing the information you submitted, the CPUC Safety and Enforcement Division (SED) and/or the California Department of Housing and Community Development (HCD) or its local agency designee has pre-selected your MHP to participate in the MHP Program.

The MHP Owner/Operator must designate below each 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 (MH) 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"/>	N/A	<i>Pacific Power, a Division of PacifiCorp</i>
<input type="checkbox"/>	<input type="checkbox"/>	<i>Pacific Gas and Electric Company</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 Owner/Operator is to use its "best effort" to provide the information that is being requested on this Application. The Utility's project manager assigned to your park may provide assistance in completing the MHP Application. Incomplete information on this Application will not result in disqualification in the program, but may result in longer engineering time, excavation time and other setbacks that may delay the completion of the project.

¹ MHP Rule by Utility
 Bear Valley Electric – Rule 23
 Liberty Utilities – Rule 23
 Pacific Gas and Electric – Rule 28
 PacifiCorp – Rule 26
 San Diego Gas and Electric – Rule 44
 Southern California Edison – Rule 27
 Southern California Gas – Rule 44
 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 UTILITY UPGRADE PROGRAM APPLICATION

THIS APPLICATION MUST BE APPROVED BY THE UTILITY (UTILITIES) BEFORE YOUR MHP WILL BE ACCEPTED INTO THE MHP PROGRAM AND SCHEDULED FOR CONVERSION.

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

This Application has been developed as part of the CPUC's regulatory process, and conforms to CPUC D.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

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION



Pacific Power
300 S. Main
Yreka, CA 96097



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

1. MHP Project Information

Mobilehome Park Name: _____

Address: _____

City: _____ State: _____

County: _____ ZIP: _____

Nearest Cross Street: _____

HCD Mobilehome Park Identification Number: _____

Total Number of MHP Spaces with either gas or electric service, excluding Recreation Vehicle (RV) Spaces: _____

Number of MHP Spaces Occupied by Residents: _____

Number of Unoccupied MHP Spaces: _____

Number of Recreational Vehicles (RVs)³ Spaces: _____

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

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

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

Is the MHP operated on leased real property?

No

Yes

Number of years remaining on land lease: _____

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 (This is the individual(s) which the MHP will designate to 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: _____

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

Email Address: _____

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: _____

Does the MHP purchase electricity through a third party (e.g. Community Choice Aggregator [CCA] or Electric Service Provider [ESP])?

No Yes. Provider Name: _____

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: _____

Does the MHP purchase gas through a third party (e.g., Core Transport Agent [CTA])?

No Yes. Provider Name: _____

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

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"

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

2) Common Use Area

Common Use Area Electric Service: # 1 Description: _____

Voltage: _____ Phase: _____ Main Size: _____

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

- | | |
|--|--|
| <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) Street Lighting

- 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.

4) Self-Generation – Is there currently any self-generation (e.g. photovoltaic or wind generation) equipment servicing the common areas of the MHP?

- Yes (Size of system _____ KW) No

MOBILEHOME PARK

UTILITY UPGRADE PROGRAM APPLICATION

7. Additional Documentation

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

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

8. Planning, Engineering and Construction

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

The Planning, Engineering, and Construction terms and conditions of the MHP Program are detailed in the MHP Agreement. Information regarding Planning, Engineering, and Construction terms and conditions will be given to the MHP Owner/Operator at the time the metering points are provided. The

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

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 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.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

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.

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

UTILITY UPGRADE 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.

Not Available Being Provided

Documents

<input type="checkbox"/>	<input type="checkbox"/>	<p><u>List of Registered Homeowners and Residents:</u> A complete list of current registered homeowners and current residents for each mobilehome/manufactured housing unit on the lot within the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information should be provided to the Utilities. If all of the necessary resident and registered owner contact information cannot be provided, the MHP Owner/Operator must, at a minimum, provide a list of addresses for the residents of the MHP and the name and mailing addresses of the registered owners for each mobilehome/manufactured housing unit on a lot within the MHP. This information will be used for outreach and notification efforts during the project. If a complete list of resident and registered owner contact information is not provided with the MHP Application, the information must be provided with the submittal of the MHP Agreement.</p>
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<input type="checkbox"/>	<input type="checkbox"/>	<p><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.</p>
--------------------------	--------------------------	---

<input type="checkbox"/>	<input type="checkbox"/>	<p><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.</p>
--------------------------	--------------------------	--

<input type="checkbox"/>	<input type="checkbox"/>	<p><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.</p>
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<input type="checkbox"/>	<input type="checkbox"/>	<p><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.</p>
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MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION
Attachment A – Additional Documentations

Tract Map: 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
UTILITY UPGRADE PROGRAM APPLICATION
Attachment B – Additional Information

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

- Electric Service Account Information
- Natural Gas Service Account Information
- Electric Common Use Area Services Information
- Streetlight Lamp Type
- Gas Common Use Area Services Information
- No additional information, beyond what is provided in the MHP Application

1. Electric Service Account Information:

Please list any additional Electric Service Accounts Numbers currently serving the MHP that is not provided in the MHP Application.

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

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION
Attachment B – Additional Information

2. Natural Gas Service Account Information:

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

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

MOBILEHOME PARK

UTILITY UPGRADE 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)	

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION
Attachment B – Additional Information

Others _____ (_____ KW)

4. Street Light 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 UTILITY UPGRADE 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: _____ | |

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION
Attachment B – Additional Information

- | | |
|--|---|
| <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 UTILITY UPGRADE PROGRAM APPLICATION

program, but may result in longer engineering time, excavation time and other setbacks that may delay the completion of the project.

THIS APPLICATION MUST BE APPROVED BY THE UTILITY (UTILITIES) BEFORE YOUR MHP WILL BE ACCEPTED INTO THE MHP PROGRAM AND SCHEDULED FOR CONVERSION.

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

This Application has been developed as part of the CPUC's regulatory process, and conforms to CPUC D.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



Automated Document – Preliminary Statement Part A

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

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

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



Pacific Power
300 S. Main
Yreka, CA 96097



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

1. MHP Project Information

Mobilehome Park Name: _____

Address: _____

City: _____ State: _____

County: _____ ZIP: _____

Nearest Cross Street: _____

HCD Mobilehome Park Identification Number: _____

Total Number of MHP Spaces with either gas or electric service, excluding Recreation Vehicle (RV) Spaces: _____

Number of MHP Spaces Occupied by Residents: _____

Number of Unoccupied MHP Spaces: _____

Number of Recreational Vehicles (RVs)³ Spaces: ____

Number of Vacant Spaces: _____

Year MHP was established: _____

Applicant / Owner/ Operators Name: _____

Day Phone: _____

Cell Phone: _____

Fax: (____) _____ Email Address: _____

Mobilehome Unit Ownership Type

- All units on common single parcel
- Common use shared ownership

- Units on individual parcels
- Other: _____

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

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

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

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: _____

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 (This is the individual(s) which the MHP will designate to 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: _____

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

Title: _____
Address: _____
City: _____ State _____ ZIP: _____
Day Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____

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: _____

Does the MHP purchase electricity through a third party (e.g. Community Choice Aggregator [CCA] or Electric Service Provider [ESP])?

No Yes. Provider Name: _____

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: _____

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

- 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: _____

Does the MHP purchase gas through a third party (e.g., Core Transport Agent [CTA])?

- No Yes. Provider Name: _____

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

Current Gas Service Account Number	Current Rate Schedule

To list additional accounts use Attachment "B"

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

Gas

Master-Meter/Sub-Meter Electric

Master Meter/Sub-Meter Gas

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

- Master Electric Meter, no Sub-Meter Master Gas Meter, no Sub-Meter
 Other: _____ 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

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) Street Lighting

- 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 _____ | |

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

Btu rating: _____

Common Use Area Gas Service: # 2 Description: _____

Gas Service Delivery Pressure Requested: Standard delivery pressure
 Other (_____psig)

Gas Range - Btu rating: _____ Laundry Dryer- Btu rating: _____

Water Heater- Btu rating: _____ Pool/Spa Heater- Btu rating: _____

Gas Oven- Btu rating: _____ Furnace- Btu rating: _____

On-Demand Water Heater Outdoor Gas Heaters
Btu rating: _____ Btu rating: _____

Other gas loads _____
Btu rating: _____

Additional Common Use Area Service - For additional gas common use area service requests use the "Natural Gas Common Use Area Services" portion of Attachment "B"

7. Additional Documentation

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

- 7.1. List of Residents and Registered Home Owners: A complete list of current registered owners and current residents for each mobilehome/manufactured housing unit on a lot within the MHP, including name, address or space number, home phone number, cell phone number, email address, and other contact information should be provided the Utilities. If all of the necessary resident and registered homeowner contact information cannot be provided when the MHP Owner/Operator submits this Application, the MHP Owner/Operator must, at a minimum, provide a list of addresses of the residents of the MHP and the name and mailing addresses of the registered owners for each mobilehome/manufactured housing unit on a lot within the MHP. This information will be used for outreach activities for the MHP residents. If a complete list of resident and registered homeowner contact information is not provided with the MHP Application, the information must be provided with the submittal of the MHP Agreement
- 7.2. Service Documents: Detailed substructure engineering drawings, as-built drawings, maps, and any other such records as may be necessary to ensure a complete record of the installation and location of the MHP's existing distribution system.

MOBILEHOME PARK

UTILITY UPGRADE PROGRAM APPLICATION

- 7.3. Single Line Diagram: For facilities with Self-Generation provide a single line diagram(s) showing the location of the generation and how it is currently connected to the MHP electrical system.
- 7.4. Additional Infrastructure: Detailed engineering drawings, as-built drawings, maps and any other such records that would provide information on the location of any other utility systems present within the MHP, including but not limited to water, sewer, drainage, irrigation lines, telephone, cable television, data lines and fuel lines.
- 7.5. Site Plan: Detailed drawing of the MHP showing roads, sidewalks, driveways, MHP Space locations, streetlights, sprinkler controls, location of fire hydrants, common area facilities, electric vehicle charging stations, self-generation systems, other structures, and proposed future improvements. For electrical equipment, please provide load information on site plan or reference Common Use Area Service Number(s) found on Section 6 and Attachment B.
- 7.6. Tract Map: Map showing all easements, right-of-ways, property lines, MH-Spaces, assessor's parcel number, etc.
- 7.7. The Utility may request additional documentation if more information is needed for the engineering, planning, and construction phases of the conversion.

8. Planning, Engineering and Construction

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

The Planning, Engineering, and Construction terms and conditions of the MHP Program are detailed in the MHP Agreement. Information regarding Planning, Engineering, and Construction terms and conditions will be given to the MHP Owner/Operator at the time the metering points are provided. The

MHP Agreement will 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.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

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 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

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

Utility be liable for lost or anticipated profits or costs to plan and design the "Beyond-The-Meter" facilities, costs associated to securing a Contractor for the project, or any other costs that did not result in the completion of the service conversion at the MHP.

12. MHP Owner/Operator Certification

I hereby declare under penalty of perjury that I am the 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

UTILITY UPGRADE 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.

Not Available Being Provided

Documents

<input type="checkbox"/>	<input type="checkbox"/>	<p><u>List of Registered Homeowners and Residents:</u> A complete list of current registered homeowners and current residents for each mobilehome/manufactured housing unit on the lot within the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information should be provided to the Utilities. If all of the necessary resident and registered owner contact information cannot be provided, the MHP Owner/Operator must, at a minimum, provide a list of addresses for the residents of the MHP and the name and mailing addresses of the registered owners for each mobilehome/manufactured housing unit on a lot within the MHP. This information will be used for outreach and notification efforts during the project. If a complete list of resident and registered owner contact information is not provided with the MHP Application, the information must be provided with the submittal of the MHP Agreement.</p>
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<input type="checkbox"/>	<input type="checkbox"/>	<p><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.</p>
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<input type="checkbox"/>	<input type="checkbox"/>	<p><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.</p>
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<input type="checkbox"/>	<input type="checkbox"/>	<p><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.</p>
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<input type="checkbox"/>	<input type="checkbox"/>	<p><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</p>
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MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION
Attachment A – Additional Documentations

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.

Tract Map: 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
UTILITY UPGRADE PROGRAM APPLICATION
Attachment B – Additional Information**

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

- Electric Service Account Information
- Natural Gas Service Account Information
- Electric Common Use Area Services Information
- Streetlight Lamp Type
- Gas Common Use Area Services Information
- No additional information, beyond what is provided in the MHP Application

1. Electric Service Account Information:

Please list any additional Electric Service Accounts Numbers currently serving the MHP that is not provided in the MHP Application.

<u>Current Electric Service Account Number</u>	<u>Current Rate Schedule</u>
<hr/>	<hr/>
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**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION**
Attachment B – Additional Information

2. Natural Gas Service Account Information:

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

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

MOBILEHOME PARK UTILITY UPGRADE 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: _____

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

Attachment B – Additional Information

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)

4. **Street Light 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:# _____

<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: _____

Lamp Type:# _____

<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: _____

Lamp Type:# _____

<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: _____

Lamp Type:# _____

<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: _____

MOBILEHOME PARK UTILITY UPGRADE PROGRAM APPLICATION

Attachment B – Additional Information

Lamp Type:# _____

<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: _____

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	<input type="checkbox"/> Outdoor Gas Heaters	

MOBILEHOME PARK
UTILITY UPGRADE PROGRAM APPLICATION
Attachment B – Additional Information

Btu rating: _____ Btu rating: _____
 Other gas loads _____
Btu rating: _____

Common Use Area Gas Service: # _____ Description: _____

Gas Service Delivery Pressure Requested: ¼ psig Other (____psig)

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



MOBILEHOME PARK UTILITY UPGRADE 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 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 79-1164), and continue to be bound by the terms set forth in those documents.

- 1.3. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both “To-the-Meter” and “Beyond-the-Meter”) shall be equal to the number of occupied residential MH-Spaces permitted by the California Department of Housing and Community Development or its designed agency, within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MH-Space permitted by the California Department of Housing and Community Development or its designated

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

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 BVES; 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.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

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.
- 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. BVES reserves the right to withdraw the MHP space approval for the MHP, and may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs as specified in Section 10 of this Agreement.
- 3.3. Agreements and documents shall be mailed to:

Mobilehome Park Utility Upgrade 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 & 16) 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 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.

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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, 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 – 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 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.
- 5.4.2. 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.

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- 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 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), decommissioning and any environmental remediation.

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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.

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

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 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 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.

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- 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.
- 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.
- 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

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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.
- 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.

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 100 amperes, the Liberty Utilities will design and

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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 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. 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

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(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.

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.

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- 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 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 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,

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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.

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

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- 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 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.

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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 Upgrade 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 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

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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.

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- 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.
- 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.

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16. Enforceability

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

17. Force Majeure

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

18. Not a Joint Venture

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



MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

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

Name of Mobilehome Park

Company Name of Owner/Operator

Signature

Print Name

Title

Date

Liberty Utilities (CalPeco Electric) LLC

Signature

Type/Print Name

Title

Date



MOBILEHOME PARK UTILITY UPGRADE 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.

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MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

Attachment A Documents and Declaration

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

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MOBILEHOME PARK UTILITY UPGRADE 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 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 UPGRADE 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 UTILITY UPGRADE 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 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

	“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 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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MOBILEHOME PARK UTILITY UPGRADE 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

		<u>Costs Not Covered by the MHP Program</u>
<u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, and surface repair activities [Project Cost to design and install "To-the-Meter" Facilities for the MHP]	\$	_____
<u>Electric System</u> – 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]	\$	_____ _____
<u>Other</u> – Includes, but is not limited to, easement estimate, SmartMeter™ 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.
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MOBILEHOME PARK UTILITY UPGRADE 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: \$ _____	\$ _____
<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.
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MOBILEHOME PARK UTILITY UPGRADE 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 Upgrade 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 Utilities' Rules for Service Relocation and Rearrangement. Service modifications and relocations for MH-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 MH-Spaces in a MHP where the lots are not owned by the resident residing on the lot (leased or rented spaces), must be requested by and is the responsibility of the MHP Owner/Operator.

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

A. Total Amount Due 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" \$ _____

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**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT**

Attachment D

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

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 UPGRADE PROGRAM AGREEMENT**

Attachment D

Costs That The 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

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MOBILEHOME PARK UTILITY UPGRADE 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: _____

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 UPGRADE 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



MOBILEHOME PARK UTILITY UPGRADE 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 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 79-1164), and continue to be bound by the terms set forth in those documents.

- 1.3. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both “To-the-Meter” and “Beyond-the-Meter”) shall be equal to the number of occupied residential MH-Spaces permitted by the California Department of Housing and Community Development or its designed agency, within

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MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

- the MHP that currently receives a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MH-Space permitted by the California Department of Housing and Community Development or its 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 BVES; 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

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MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

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.
- 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. BVES reserves the right to withdraw the MHP space approval for the MHP, and may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs as specified in Section 10 of this Agreement.
- 3.3. Agreements and documents shall be mailed to:

Mobilehome Park Utility Upgrade 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

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MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

- 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 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 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, 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 – 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 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.
- 5.4.2. 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

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MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

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.

- 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 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.

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MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

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), decommissioning and any environmental remediation.

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.

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

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 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

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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.

5.8. 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

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- 5.9.1. Construction of the conversion project may commence after compliance with Section D.3.b of the MHP Rules.
- 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.

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.
- 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.

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.

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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 100 amperes, the Liberty Utilities 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 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.

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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. 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.

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.

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- 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 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

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- requirements incorporated herein and to perform their portion of the work, in accordance with all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. The MHP Owner/Operator shall require its Contractor to provide necessary training to its employees and Subcontractors to inform them of the foregoing safety and health rules and standards. Should 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.

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- 7.5. The MHP Owner/Operator shall be responsible for notifying local emergency services, if required, about pending road closures or detours that may affect life safety and services to the MHP and MHP residents.

8. Delay and Suspension of Work

- 8.1. Suspension of Work by 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

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- 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 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



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- 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 Upgrade 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 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

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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

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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.
- 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.

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

18. Not a Joint Venture

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



MOBILEHOME PARK UTILITY UPGRADE 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

Company Name of Owner/Operator

Signature

Signature

Print Name

Type/Print Name

Title

Title

Date

Date

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Attachment A Documents and Declaration

A. Additional Documentation

As described in the Applicability Section of Rule 23 (Section A.1) and Section 1.2.4 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

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MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

Attachment A

Documents and Declaration

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

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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 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: _____

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**MOBILEHOME PARK
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**Attachment B
Contractor Selection**

Fax: _____

Email Address _____

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

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) \$ _____

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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 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

	“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	

Automated Document – Preliminary Statement Part A

Form 14-0710-Attachment C
Advice Letter 37-E-C
February 2015



MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

Attachment C

Estimated Costs for MHP Project

Incremental Service Modifications to the Individual MH-Spaces > 100 amperes where the MHP lots are owned by the resident residing on the lot.			X			X
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space where the lots are not owned by the resident residing on the lot (leased or rented spaces)		X			X	

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, 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]

\$ _____

¹ Service Upgrades beyond what is being provided by the program are listed on Attachment C.
Automated Document – Preliminary Statement Part A



MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

Attachment C Estimated Costs for MHP Project

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

\$ _____

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

\$

\$ _____

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: \$ _____	\$ _____ \$ _____

² Provided breakdown of charges not covered by the program on Attachment C.
Automated Document – Preliminary Statement Part A



**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT**

Attachment C

Estimated Costs for MHP Project

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

\$ _____ \$ _____



MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

Attachment D

Costs That The MHP Owner/Operator ~~Resident~~ 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 Upgrade 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 Utilities' Rules for Service Relocation and Rearrangement. Service modifications and relocations for MH-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 MH-Spaces in a MHP where the lots are not owned by the resident residing on the lot (leased or rented spaces), must be requested by and is the responsibility of the MHP Owner/Operator.

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

A. Total Amount Due 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 \$ _____

Automated Document – Preliminary Statement Part A



**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT**

Attachment D

Costs That The MHP Owner/Operator ~~Resident~~ 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 \$ _____

Automated Document – Preliminary Statement Part A



MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

Attachment E

Costs That The MHP ~~Resident~~ Owner/Operator is 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 \$ _____

Automated Document – Preliminary Statement Part A

~~Form 14-0710-Attachment E~~

~~Advice Letter 37-E-C~~

~~February 2015~~

~~8800-1000-400-0003~~



**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT**

Attachment E

Costs That The MHP ~~Resident~~Owner/Operator is Responsible for
that is Not Covered under the MHP Program

the MHP Residents. _____

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

Automated Document – Preliminary Statement Part A



MOBILEHOME PARK UTILITY UPGRADE 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

Automated Document – Preliminary Statement Part A

Form 14-0710-Attachment E
Advice Letter 37-E-C
February 2015



**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT**

Attachment E

**Costs That The MHP Resident is Responsible for that is Not
Covered under the MHP Program**

Automated Document – Preliminary Statement Part A

Form 14-0710-Attachment E
Advice Letter 37-E-C
February 2015



**STANDARD FORM
Utility Facility Agreement
Form No. 98-2763**

UTILITY FACILITY AGREEMENT

AGREEMENT #: _____

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between LIBERTY UTILITIES (CALPECO ELECTRIC) LLC ("Liberty Utilities" or "Utility"), a California corporation, 933 Eloise Avenue, South Lake Tahoe, California 96150 and _____ ("Applicant").

Applicant desires electric service for _____ unit(s) at the following location(s):

_____ hereinafter referred to as ("Project").

To provide the requested service, it is necessary for Liberty Utilities to extend and/or modify its facilities as described in Exhibit "A" attached hereto.

Now THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

I.

APPLICANT'S REFUNDABLE & NON-REFUNDABLE COST RESPONSIBILITY, APPLICANT CREDITS AND BASE DATA:

<u>LINE # DESCRIPTION</u>	<u>ELECTRIC</u>
REFUNDABLE	
1. COST	\$ _____
2. FREE ALLOWANCE	(\$ _____)
3. TAXABLE TOTAL (Line 1 plus 2)	\$ _____
4. TAX GROSS UP ON TAXABLE TOTAL (Line 3)	\$ _____
5. TOTAL REFUNDABLE	\$ _____
NON-REFUNDABLE	
6. NON-TAXABLE COST	\$ _____
7. TAXABLE	\$ _____
8. TAX GROSS UP ON TAXABLE COST (Line 7)	\$ _____
9. TAX GROSS UP ON CONTRIBUTED FACILITIES (Line 20)	\$ _____
10. TOTAL NON-REFUNDABLE	\$ _____
11. TOTAL APPLICANT COST (Lines 5 plus 10)	\$ _____
APPLICANT CREDITS	
12. APPLICANT INSTALLED FACILITIES	(\$ _____)
13. OVERSIZED FACILITIES	(\$ _____)
14. SERVICE REIMBURSEMENTS	\$ N/A
15. TOTAL CREDITS	(\$ _____)
16. TOTAL ADVANCE/CREDIT DUE (Line 11 plus 15)	\$ _____
BASE DATA USED IN CALCULATIONS	
17. TAX LIABILITY FACTOR	16.9%
18. PROJECTED ANNUAL REVENUE	(\$ _____)
19. REVENUE MULTIPLE	2.5
20. VALUE OF CONTRIBUTED FACILITIES	\$ _____

II.

TOTAL COST (Section I, Line 1 plus Lines 6 & 7)

The total cost for which Applicant is liable, shall be Liberty Utilities' estimated cost, refundable and non-refundable, to provide the requested service. Liberty Utilities' estimate includes all costs associated with providing the requested service hereunder and shall include all regulatory, environmental and other fees, engineering, inspection, material, labor, transportation, costs for removal of existing facilities less their salvage value, associated overheads and other charges which are related to the installation or alteration of the required facilities.

III.

TOTAL ADVANCE/CREDIT DUE (Section I, Line 16)

- A. Applicant agrees to pay Liberty Utilities' **total** estimated cost for which the Applicant is liable (Section I, Line 1 plus Lines 6 & 7).

Less any applicable free allowance (Section I, Line 2) as determined by Liberty Utilities for the Project.

Plus Tax Liability (Section I, Lines 4, 8, & 9).

Less the estimated cost of the facilities, provided and installed by Applicant, inclusive of facilities oversized at Liberty Utilities' request (Section I, Lines 12 & 13).

Less the estimated cost of the service(s) provided by Applicant, that is Liberty Utilities' cost responsibility (Section I, Line 14). This cost will be adjusted to actual installed footages upon project completion, and Applicant will be billed or refunded the difference.

Applicant agrees to pay, at the time of the execution of this Agreement, the amount(s) set forth hereunder (Section I, Line 16) or to provide an acceptable surety bond or letter of credit. The bond or letter of credit is to be replaced with cash not less than thirty (30) days prior to construction. However, the cost of materials not normally stocked by Liberty Utilities in the type and quantity required shall be paid for in cash, prior to the ordering of such materials.

If the total due (Section I, Line 16) is a credit due Applicant, Liberty Utilities requires that a performance bond for that amount, plus Liberty Utilities' project costs and the federal tax credit, be collected prior to issuing a check. Applicant may elect to take payment upon completion and acceptance of the installation of the facilities and eliminate the requirement for a performance bond.

- B. If the total estimated cost of construction to extend the line(s) and/or main(s) to the project exceeds \$5,000, the cash advance/credit in Section I, Line 16 will be adjusted to reflect Liberty Utilities' actual cost of construction. The adjustment is limited to that portion of the total cost of the main/line extension pertaining to facilities installed by Liberty Utilities. The cost of those facilities installed by Applicant will not be adjusted. Liberty Utilities shall review its actual cost of construction within four (4) months of completion of said facilities and shall either bill or refund Applicant the difference between the total estimated cash advance/credit and the adjusted cash advance/credit. If such adjustment results in an increased total cash advance requirement, Applicant agrees to pay Liberty Utilities such difference within thirty (30) days of written notice.
- C. If at any time after twelve (12) months following the date of this Agreement there has been no construction activity on the electric facilities by the Applicant for a period of six (6) months, Liberty Utilities shall not be held to the provisions of this Agreement. Liberty Utilities may return all advanced dollars not required to cover Liberty Utilities' expenditures on the project. To reinstate the project, a new Agreement will be required with updated costs.

IV.

FREE ALLOWANCES

The free allowance is calculated on the projected annual revenue and the revenue multiples in Section I, Lines 18 & 19. The projected annual revenue will include only the revenue from monthly billings for basic service, excluding balancing account adjustments, late charges, and tax adjustments. Should actual revenues fall substantially short of the projected revenue used for the free allowance granted, the customer may be required to pay to Liberty Utilities in cash any portion of the free allowance granted but not justified by actual revenues. Such payment will be increased by the tax liability factor noted in Section I, Line 17. The payment shall be made within 30 days of written notification of the revenue deficiency and request for payment by Liberty Utilities.



V.

REFUNDS (Section I, Line 5)

A. ELECTRIC EXTENSIONS

1. All advances and/or contributions made by Applicant under the provisions of this Agreement, which are not classified as a non-refundable by Liberty Utilities, shall be subject to refund, to the party or parties entitled thereto as set forth in this section.
 - (a) Except as indicated in Section V.A.1(b) of this Agreement, all refunds shall be made without interest.
 - (b) Refunds based on estimated usage levels shall be paid by the utility within ninety (90) days of the date service is initiated. In the event that refunds are not paid in accordance with this section, Liberty Utilities shall pay interest for the period the refund is delayed at the rate currently specified in its Tariffs.
 - (c) Refunds hereunder shall be made for new customer connections during the period not to exceed ten (10) years after the date of this Agreement.
 - (d) Except for refunds from customer connections made within ten (10) years of the date of this Agreement, any portion of the advance which remains unrefunded ten (10) years after the date of this Agreement, will be forfeited by Applicant and become the property of Liberty Utilities.
2. Refunding will be based on revenues in excess of the level used as the basis for determining free allowance, derived from the following customers, who initiate service within ten (10) years of the date of this Agreement.
 - (a) Those served directly from the subject extension or alteration, as long as subject extension or alteration is the first in a series from the original point of supply for which a portion of an advance remains refundable.
 - (b) Those served from subsequent extensions of or additions to the original extension. Refunds based on revenues in this section shall be made to the Applicant having the first extension in series from the original point of supply, for which a portion of an advance remains refundable.
3. The following provisions apply to the refunding process.
 - (a) In those cases where two or more parties make a joint advance/contribution on the same extension, Liberty Utilities shall distribute refundable amounts to such parties in the same proportion as their individual advance/contribution bear to the joint refundable total, unless otherwise directed by all parties.
 - (b) Refundable amounts may be accumulated before refunding to twenty-five dollars (\$25.00) minimum or to a total refundable balance if less than twenty-five dollars (\$25.00).
 - (c) The total amount refunded hereunder shall not exceed the total amount subject to refund (Section I, Line

VI.

TAX GROSS UP

All applicable Applicant costs, cost adjustments and refunds will be increased to reflect the appropriate tax liability factor indicated in Section I, Line 17.

VII.

MISCELLANEOUS

- A. This Agreement has been made by Liberty Utilities pursuant to its rules and regulations governing all matters contained herein, filed with and approved by the Public Utilities Commission of the State of California, and this Agreement is subject to any changes or modifications by the Public Utilities Commission of the State of California, as said Commission may from time to time direct in the exercise of its jurisdiction.



- B. All facilities constructed hereunder shall become property owned, maintained, and controlled by Liberty Utilities.
- C. The parties agree and understand that Applicant is not in any way an agent, representative, employee, or contractor of Liberty Utilities during the installation of facilities required hereunder, and Applicant agrees to indemnify and save harmless Liberty Utilities from any and all claims which are a result of, or arise out of, construction activities including, but not limited to, trenching and backfill undertaken by Applicant in accordance with this Agreement.
- D. Applicant agrees that it will grant, or if not the owner, represents that the owner will grant and execute, to and in favor of Liberty Utilities, all necessary easements, conveyances, deeds, rights-of-way, or other documents required or relating in any fashion to the placement, installation, operation, maintenance, repair, and replacement of facilities required hereunder or any portion thereof. If any portion of said facilities will be located on property other than that owned by Applicant, Liberty Utilities shall not be obligated to commence construction unless and until permanent rights-of-way therefore are granted to Liberty Utilities that are satisfactory to Liberty Utilities both as to location of easement and form document. All rights-of-way shall be obtained without cost to Liberty Utilities.
- E. All facilities installed by Applicant shall be in accordance with Liberty Utilities Construction Standards, as contained in the "Electric Distribution System Guide," and details as shown on the work order drawings, and applicable local, state, and federal laws and/or regulations.
- F. All work performed and all material furnished by the Applicant and his contractor shall be guaranteed against defects in materials and workmanship for a period of one (1) year following final acceptance of work by Liberty Utilities.

Applicant agrees that Liberty Utilities may, at its option and upon written notice to Applicant, either (1) repair any defect in materials or workmanship which may develop during the one-year period, or (2) require Applicant to make good any defect in materials or workmanship which may develop during said one-year period. The option and obligation to repair shall extend to any damage to facilities or work caused by the subject defects in materials or workmanship or the repairing of same. All repairs hereunder, whether undertaken by Liberty Utilities or Applicant, shall be done solely at Applicant's expense.

Applicant also assumes all responsibilities and liabilities for ten (10) years for facilities installed by the Applicant or facilities installed by Liberty Utilities based on survey and staking provided by the Applicant or Applicant's engineer that are found to be located outside the recorded easement or right-of-way granted for such facilities.

- G. For Applicant installation of facilities in addition to those normally provided at no expense to Liberty Utilities:
 - 1. Applicant shall provide public liability and property damage insurance coverage in amounts satisfactory to Liberty Utilities and naming Liberty Utilities as an additional insured.
 - 2. Applicant shall provide worker's compensation and unemployment compensation insurance in the form and amounts required by the State of California.
 - 3. Applicant shall perform in accordance with all laws, ordinances, rules, regulations, standards, and codes applicable to the types of installation being undertaken.
- H. Applicant shall indemnify and hold harmless Liberty Utilities from and against Applicant's failure to conform in any respect to the requirements set forth in Sections E and F above.
- I. Applicant may assign its right to receive a refund under this Agreement only upon written notification of the assignment to Liberty Utilities. Written notification shall consist of a document transferring the right to receive refunds, signed and notarized by the Assignor and the Assignee. Liberty Utilities may refuse to accept an assignment that is not signed and notarized by the Assignor and the Assignee. No obligation or duty owed by the Applicant to Liberty Utilities may be assigned unless Liberty Utilities consents to such assignment in writing. Under no circumstances shall Liberty Utilities be liable under any contract between the Applicant or Assignor and any Assignee.



Notices or inquiries concerning this Agreement should be directed to:

LIBERTY UTILITIES (CALPECO ELECTRIC) LLC
933 Eloise Avenue
South Lake Tahoe, CA 96150

IN WITNESS WHEREOF, the Parties hereto execute this Agreement (Pages 1 through 6 inclusive plus Exhibit A) the day and year first above written.

APPLICANT(S)

LIBERTY UTILITIES (CALPECO ELECTRIC) LLC

By: _____

By: _____

Printed/Typed Name: _____

Typed Name: _____

Printed/Typed Name: _____

Title: _____

Mailing Address: _____

Tax Identification Number (Required)
(Individual) Social Security Number

NOTE: We request your Tax Identification Number and nature of your organization. Due to IRS regulations and under certain situations, if we do not have this information, we are required to withhold 20% of any refund due you.

(Business) TIN _____

Bus. Type: Corporation _____

Tax Exempt _____ Partnership _____

Governmental Agency _____ Other _____

Please be advised that we have selected _____

As our Applicant Installed Contractor.

FOR OFFICE USE ONLY:

Excess revenues generated from this project shall be subject to refund under previous agreement number _____.

Planner: _____



**STANDARD FORM
Utility Facility Agreement
Form No. 98-2763**

UTILITY FACILITY AGREEMENT

AGREEMENT #: _____

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between LIBERTY UTILITIES (CALPECO ELECTRIC) LLC ("Liberty Utilities" or "Utility"), a California corporation, 933 Eloise Avenue, South Lake Tahoe, California 96150 and _____ ("Applicant").

Applicant desires electric service for _____ unit(s) at the following location(s):

_____ hereinafter referred to as ("Project").

To provide the requested service, it is necessary for Liberty Utilities to extend and/or modify its facilities as described in Exhibit "A" attached hereto.

Now THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

I.

APPLICANT'S REFUNDABLE & NON-REFUNDABLE COST RESPONSIBILITY, APPLICANT CREDITS AND BASE DATA:

LINE # DESCRIPTION	ELECTRIC
REFUNDABLE	
1. COST	\$ _____
2. FREE ALLOWANCE	(\$ _____)
3. TAXABLE TOTAL (Line 1 plus 2)	\$ _____
4. TAX GROSS UP ON TAXABLE TOTAL (Line 3)	\$ _____
5. TOTAL REFUNDABLE	\$ _____
NON-REFUNDABLE	
6. NON-TAXABLE COST	\$ _____
7. TAXABLE	\$ _____
8. TAX GROSS UP ON TAXABLE COST (Line 7)	\$ _____
9. TAX GROSS UP ON CONTRIBUTED FACILITIES (Line 20)	\$ _____
10. TOTAL NON-REFUNDABLE	\$ _____
11. TOTAL APPLICANT COST (Lines 5 plus 10)	\$ _____
APPLICANT CREDITS	
12. APPLICANT INSTALLED FACILITIES	(\$ _____)
13. OVERSIZED FACILITIES	(\$ _____)
14. SERVICE REIMBURSEMENTS	\$ N/A
15. TOTAL CREDITS	(\$ _____)
16. TOTAL ADVANCE/CREDIT DUE (Line 11 plus 15)	\$ _____
BASE DATA USED IN CALCULATIONS	
17. TAX LIABILITY FACTOR	<u>16.9%</u>
18. PROJECTED ANNUAL REVENUE	(\$ _____)
19. REVENUE MULTIPLE	<u>2.5</u>
20. VALUE OF CONTRIBUTED FACILITIES	\$ _____

II.

TOTAL COST (Section I, Line 1 plus Lines 6 & 7)

The total cost for which Applicant is liable, shall be Liberty Utilities's estimated cost, refundable and non-refundable, to provide the requested service. Liberty Utilities's estimate includes all costs associated with providing the requested service hereunder and shall include all regulatory, environmental and other fees, engineering, inspection, material, labor, transportation, costs for removal of existing facilities less their salvage value, associated overheads and other charges which are related to the installation or alteration of the required facilities.

III.

TOTAL ADVANCE/CREDIT DUE (Section I, Line 16)

- A. Applicant agrees to pay Liberty Utilities's total estimated cost for which the Applicant is liable (Section I, Line 1 plus Lines 6 & 7).
Less any applicable free allowance (Section I, Line 2) as determined by Liberty Utilities for the Project.
Plus Tax Liability (Section I, Lines 4, 8, & 9).
Less the estimated cost of the facilities, provided and installed by Applicant, inclusive of facilities oversized at Liberty Utilities's request (Section I, Lines 12 & 13).
Less the estimated cost of the service(s) provided by Applicant, that is Liberty Utilities 's cost responsibility (Section I, Line 14). This cost will be adjusted to actual installed footages upon project completion, and Applicant will be billed or refunded the difference.
Applicant agrees to pay, at the time of the execution of this Agreement, the amount(s) set forth hereunder (Section I, Line 16) or to provide an acceptable surety bond or letter of credit. The bond or letter of credit is to be replaced with cash not less than thirty (30) days prior to construction. However, the cost of materials not normally stocked by Liberty Utilities in the type and quantity required shall be paid for in cash, prior to the ordering of such materials.
If the total due (Section I, Line 16) is a credit due Applicant, Liberty Utilities requires that a performance bond for that amount, plus Liberty Utilities 's project costs and the federal tax credit, be collected prior to issuing a check. Applicant may elect to take payment upon completion and acceptance of the installation of the facilities and eliminate the requirement for a performance bond.
- B. If the total estimated cost of construction to extend the line(s) and/or main(s) to the project exceeds \$5,000, the cash advance/credit in Section I, Line 16 will be adjusted to reflect Liberty Utilities's actual cost of construction. The adjustment is limited to that portion of the total cost of the main/line extension pertaining to facilities installed by Liberty Utilities. The cost of those facilities installed by Applicant will not be adjusted. Liberty Utilities shall review its actual cost of construction within four (4) months of completion of said facilities and shall either bill or refund Applicant the difference between the total estimated cash advance/credit and the adjusted cash advance/credit. If such adjustment results in an increased total cash advance requirement, Applicant agrees to pay Liberty Utilities such difference within thirty (30) days of written notice.
- C. If at any time after twelve (12) months following the date of this Agreement there has been no construction activity on the electric facilities by the Applicant for a period of six (6) months, Liberty Utilities shall not be held to the provisions of this Agreement. Liberty Utilities may return all advanced dollars not required to cover Liberty Utilities's expenditures on the project. To reinstate the project, a new Agreement will be required with updated costs.

IV.

FREE ALLOWANCES

The free allowance is calculated on the projected annual revenue and the revenue multiples in Section I, Lines 18 & 19. The projected annual revenue will include only the revenue from monthly billings for basic service, excluding balancing account adjustments, late charges, and tax adjustments. Should actual revenues fall substantially short of the projected revenue used for the free allowance granted, the customer may be required to pay to Liberty Utilities in cash any portion of the free allowance granted but not justified by actual revenues. Such payment will be increased by the tax liability factor noted in Section I, Line 17. The payment shall be made within 30 days of written notification of the revenue deficiency and request for payment by Liberty Utilities.

V.

REFUNDS (Section I, Line 5)

A. ELECTRIC EXTENSIONS

1. All advances and/or contributions made by Applicant under the provisions of this Agreement, which are not classified as a non-refundable by Liberty Utilities, shall be subject to refund, to the party or parties entitled thereto as set forth in this section.
 - (a) Except as indicated in Section V.A.1(b) of this Agreement, all refunds shall be made without interest.
 - (b) Refunds based on estimated usage levels shall be paid by the utility within ninety (90) days of the date service is initiated. In the event that refunds are not paid in accordance with this section, Liberty Utilities shall pay interest for the period the refund is delayed at the rate currently specified in its Tariffs.
 - (c) Refunds hereunder shall be made for new customer connections during the period not to exceed ten (10) years after the date of this Agreement.
 - (d) Except for refunds from customer connections made within ten (10) years of the date of this Agreement, any portion of the advance which remains unrefunded ten (10) years after the date of this Agreement, will be forfeited by Applicant and become the property of Liberty Utilities.
2. Refunding will be based on revenues in excess of the level used as the basis for determining free allowance, derived from the following customers, who initiate service within ten (10) years of the date of this Agreement.
 - (a) Those served directly from the subject extension or alteration, as long as subject extension or alteration is the first in a series from the original point of supply for which a portion of an advance remains refundable.
 - (b) Those served from subsequent extensions of or additions to the original extension. Refunds based on revenues in this section shall be made to the Applicant having the first extension in series from the original point of supply, for which a portion of an advance remains refundable.
3. The following provisions apply to the refunding process.
 - (a) In those cases where two or more parties make a joint advance/contribution on the same extension, Liberty Utilities shall distribute refundable amounts to such parties in the same proportion as their individual advance/contribution bear to the joint refundable total, unless otherwise directed by all parties.
 - (b) Refundable amounts may be accumulated before refunding to twenty-five dollars (\$25.00) minimum or to a total refundable balance if less than twenty-five dollars (\$25.00).
 - (c) The total amount refunded hereunder shall not exceed the total amount subject to refund (Section I, Line

VI.

TAX GROSS UP

All applicable Applicant costs, cost adjustments and refunds will be increased to reflect the appropriate tax liability factor indicated in Section I, Line 17.

VII.

MISCELLANEOUS

- A. This Agreement has been made by Liberty Utilities pursuant to its rules and regulations governing all matters contained herein, filed with and approved by the Public Utilities Commission of the State of California, and this Agreement is subject to any changes or modifications by the Public Utilities Commission of the State of California, as said Commission may from time to time direct in the exercise of its jurisdiction.



- B. All facilities constructed hereunder shall become property owned, maintained, and controlled by Liberty Utilities.
- C. The parties agree and understand that Applicant is not in any way an agent, representative, employee, or contractor of Liberty Utilities during the installation of facilities required hereunder, and Applicant agrees to indemnify and save harmless Liberty Utilities from any and all claims which are a result of, or arise out of, construction activities including, but not limited to, trenching and backfill undertaken by Applicant in accordance with this Agreement.
- D. Applicant agrees that it will grant, or if not the owner, represents that the owner will grant and execute, to and in favor of Liberty Utilities, all necessary easements, conveyances, deeds, rights-of-way, or other documents required or relating in any fashion to the placement, installation, operation, maintenance, repair, and replacement of facilities required hereunder or any portion thereof. If any portion of said facilities will be located on property other than that owned by Applicant, Liberty Utilities shall not be obligated to commence construction unless and until permanent rights-of-way therefore are granted to Liberty Utilities that are satisfactory to Liberty Utilities both as to location of easement and form document. All rights-of-way shall be obtained without cost to Liberty Utilities.
- E. All facilities installed by Applicant shall be in accordance with Liberty Utilities Construction Standards, as contained in the "Electric Distribution System Guide," and details as shown on the work order drawings, and applicable local, state, and federal laws and/or regulations.
- F. All work performed and all material furnished by the Applicant and his contractor shall be guaranteed against defects in materials and workmanship for a period of one (1) year following final acceptance of work by Liberty Utilities.

Applicant agrees that Liberty Utilities may, at its option and upon written notice to Applicant, either (1) repair any defect in materials or workmanship which may develop during the one-year period, or (2) require Applicant to make good any defect in materials or workmanship which may develop during said one-year period. The option and obligation to repair shall extend to any damage to facilities or work caused by the subject defects in materials or workmanship or the repairing of same. All repairs hereunder, whether undertaken by Liberty Utilities or Applicant, shall be done solely at Applicant's expense.

Applicant also assumes all responsibilities and liabilities for ten (10) years for facilities installed by the Applicant or facilities installed by Liberty Utilities based on survey and staking provided by the Applicant or Applicant's engineer that are found to be located outside the recorded easement or right-of-way granted for such facilities.

- GF. For Applicant installation of facilities in addition to those normally provided at no expense to Liberty Utilities:
 1. Applicant shall provide public liability and property damage insurance coverage in amounts satisfactory to Liberty Utilities and naming Liberty Utilities as an additional insured.
 2. Applicant shall provide worker's compensation and unemployment compensation insurance in the form and amounts required by the State of California.
 3. Applicant shall perform in accordance with all laws, ordinances, rules, regulations, standards, and codes applicable to the types of installation being undertaken.
- HG. Applicant shall indemnify and hold harmless Liberty Utilities from and against Applicant's failure to conform in any respect to the requirements set forth in Sections E and F above.
- IH. Applicant may assign its right to receive a refund under this Agreement only upon written notification of the assignment to Liberty Utilities. Written notification shall consist of a document transferring the right to receive refunds, signed and notarized by the Assignor and the Assignee. Liberty Utilities may refuse to accept an assignment that is not signed and notarized by the Assignor and the Assignee. No obligation or duty owed by the Applicant to Liberty Utilities may be assigned unless Liberty Utilities consents to such assignment in writing. Under no circumstances shall Liberty Utilities be liable under any contract between the Applicant or Assignor and any Assignee.



Notices or inquiries concerning this Agreement should be directed to:

LIBERTY UTILITIES (CALPECO ELECTRIC) LLC
Attn: Plant Accounting
933 Eloise Avenue
South Lake Tahoe, CA 961050

IN WITNESS WHEREOF, the Parties hereto execute this Agreement (Pages 1 through 6 inclusive plus Exhibit A) the day and year first above written.

APPLICANT(S)

LIBERTY UTILITIES (CALPECO ELECTRIC) LLC

By: _____

By: _____

Typed Name: _____

Printed/Typed Name: _____

Title: _____

Printed/Typed Name: _____

Mailing Address: _____

Tax Identification Number (Required)
(Individual) Social Security Number

NOTE: We request your Tax Identification Number and nature of your organization. Due to IRS regulations and under certain situations, if we do not have this information, we are required to withhold 20% of any refund due you.

(Business) TIN _____

Bus. Type: Corporation _____

Tax Exempt _____ Partnership _____

Governmental Agency _____ Other _____

Please be advised that we have selected _____

As our Applicant Installed Contractor.

FOR OFFICE USE ONLY:

Excess revenues generated from this project shall be subject to refund under previous agreement number _____.

Planner: _____



STANDARD FORMS
Outdoor Lighting Agreement, Schedule OL-1
Form No. 98-1045
OUTDOOR LIGHTING AGREEMENT
(California Schedule OL-1)

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between Liberty Utilities (CalPeco Electric) LLC, a California corporation, of South Lake Tahoe, California, hereinafter referred to as ("Liberty Utilities" or "Utility"), and _____ of _____ County, California, hereinafter referred to as "Applicant(s)".

WITNESSETH

WHEREAS, Utility is a public utility engaged in the generation, transmission, distribution and sale of electrical energy within its service area California; and

WHEREAS, Applicant(s) desire(s) the installation and service of certain outdoor lights commonly known as "NightGuard Lighting" at _____

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. Utility will install and maintain all necessary facilities and equipment on Applicant (s) premises. The premises and the extent, nature and location of the facilities and equipment thereupon are more particularly described in Exhibit A which is attached hereto and made a part hereof by reference. The original cost of such facilities and equipment is \$ _____.

2. The service provided hereunder shall be for a minimum of three years from the date above first written.

3. This agreement shall bind and benefit the successors and assigns hereto. Applicant(s) may assign his (their) interests in this agreement only upon receipt of written consent of Utility.

4. Applicant(s) hereby grant(s) to Utility all necessary easements and rights-of-way for the installation, operation, maintenance, repair and replacement of facilities required hereunder, or any portion thereof, and Applicant(s) further agrees hereby to execute in the name of Utility such other and further grants, conveyances, deeds, or other documents together with such other easements and rights-of-way as may be deemed necessary by Utility to protect or effectuate the rights herein granted to it or protect such rights of record. If any portion of said facilities will be located on property other than that of Applicant(s), Utility shall not be obliged to commence installation and service unless and until permanent rights-of-way therefore are granted to Utility that are satisfactory to Utility both as to location and form of document and without cost to it.

5. This agreement has been made by the Utility pursuant to its rates, rules and regulations governing all matters contained herein, filed with and approved by the regulatory commission having jurisdiction, and this agreement is subject to any changes or modifications as said commission may from time to time direct in the exercise of its Jurisdiction.

6. All facilities constructed hereunder shall become property owned, maintained and controlled by the Utility.

7. It is agreed by the parties hereto that the Applicant(s) is (are) not in any way an agent, representative, employee or contractor of the Utility and that at all times during the course of construction Applicant(s) further agree(s) to save harmless Utility from any and all claims that may arise as the result of any alterations done by Applicant(s).

8. The parties hereto expressly agree that if, for any reason whatsoever, Applicant(s) terminate service prior to the end of the three-year period provided for in Section 2 hereof and another party does not continue payment for services rendered on an as-is basis, Applicant(s) shall pay the lesser of the following to Utility:

- a. The unpaid installments of the three-year period; or
- b. The cost of the original installation including costs of installed equipment, plus the cost incurred in removing said equipment minus the salvage value of the equipment; or
- c. The cost incurred by Utility to rearrange the equipment on the premises if required by a second party desiring "Night Guard Lighting."

9. This document is the full understanding of the parties hereto and no term or condition not set forth herein shall be considered a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Applicants

Utility



STANDARD FORMS
Outdoor Lighting Agreement, Schedule OL-1
Form No. 98-1045
OUTDOOR LIGHTING AGREEMENT
(California Schedule OL-1)

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between Liberty Utilities (CalPeco Electric) LLC, a California corporation, of South Lake Tahoe, California, hereinafter referred to as "Liberty Utilities" or "Utility", and _____ of _____ County, California, hereinafter referred to as "Applicant(s)".

WITNESSETH

WHEREAS, Utility is a public utility engaged in the generation, transmission, distribution and sale of electrical energy within its service area California; and

WHEREAS, Applicant(s) desire(s) the installation and service of certain outdoor lights commonly known as "Night-Guard Lighting" at _____

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. Utility will install and maintain all necessary facilities and equipment on Applicant(s) premises. The premises and the extent, nature and location of the facilities and equipment thereupon are more particularly described in Exhibit A which is attached hereto and made a part hereof by reference. The original cost of such facilities and equipment is \$ _____.

2. The service provided hereunder shall be for a minimum of three years from the date above first written.

3. This agreement shall bind and benefit the successors and assigns hereto. Applicant(s) may assign his (their) interests in this agreement only upon receipt of written consent of Utility.

4. Applicant(s) hereby grant(s) to Utility all necessary easements and rights-of-way for the installation, operation, maintenance, repair and replacement of facilities required hereunder, or any portion thereof, and Applicant(s) further agrees r hereby to execute in the name of Utility such other and further grants, conveyances, deeds, or other documents together with such other easements and rights-of-way as may be deemed necessary by Utility to protect or effectuate the rights herein granted to it or protect such rights of record. If any portion of said facilities will be located on property other than that of Applicant(s), Utility shall not be obliged to commence installation and service unless and until permanent rights-of-way therefore are granted to Utility that are satisfactory to Utility both as to location and form of document and without cost to it.

5. This agreement has been made by the Utility pursuant to its rates, rules and regulations governing all matters contained herein, filed with and approved by the regulatory commission having jurisdiction, and this agreement is subject to any changes or modifications as said commission may from time to time direct in the exercise of its Jurisdiction.

6. All facilities constructed hereunder shall become property owned, maintained and controlled by the Utility.

7. It is agreed by the parties hereto that the Applicant(s) is (are) not in any way an agent, representative, employee or contractor of the Utility and that at all times during the course of construction Applicant(s) further agree(s) to save harmless Utility from any and all claims that may arise as the result of any alterations done by Applicant(s).

8. The parties hereto expressly agree that if, for any reason whatsoever, Applicant(s) terminate service prior to the end of the three-year period provided for in Section 2 hereof and another party does not continue payment for services rendered on an as-is basis, Applicant(s) shall pay the lesser of the following to Utility:

a. The unpaid installments of the three-year period; or

b. The cost of the original installation including costs of installed equipment, plus the cost incurred in removing said equipment minus the salvage value of the equipment; or

c. The cost incurred by Utility to rearrange the equipment on the premises if required by a second party desiring "Night-Guard Lighting."

9. This document is the full understanding of the parties hereto and no term or condition not set forth herein shall be considered a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Applicants

Utility



CONTRACT FOR SCHEDULE PA ELECTRIC SERVICE

Liberty Utilities (CalPeco Electric) LLC ("Liberty Utilities") hereby agrees to supply electric service to _____ ("Customer"), whose billing address is _____, California _____ and to permit the Customer to take the electric service known as "Optional Interruptible Irrigation Service" for the electric service account(s) listed on Appendix A, attached hereto and as may be hereinafter amended, under the terms of this Contract and Liberty Utilities Electric Tariff Schedule No. PA, as this schedule now exists or may be hereafter amended or superseded. Liberty Utilities and Customer desire to set forth the terms and conditions under which service under Tariff Schedule No. PA shall be performed:

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein, the parties hereto agree as follows:

1. Customer understands and agrees that Optional Interruptible Irrigation Service shall be provided to Customer in accordance with Tariff Schedule No. PA as this schedule now exists or may be hereafter amended or superseded by the California Public Utilities Commission ("CPUC"), a copy of which is attached hereto and incorporated by reference herein.

2. Customer understands and agrees that in the event of any conflict between the terms of this Contract and the terms of Tariff Schedule No. PA, the terms of Tariff Schedule No. PA shall control.

3. This Contract and Tariff Schedule No. PA are both subject to any changes or modification the CPUC may require from time to time in the exercise of its jurisdiction over Liberty Utilities' provision of electric service.

4. Customer understands and agrees that electric service provided pursuant to Tariff Schedule No. PA may be interrupted by Liberty Utilities, under the conditions provided in Tariff Schedule No. PA, at any time during the period provided in Tariff Schedule No. PA (currently from March 1 through November 30, inclusive).

5. Customer understands and agrees that Customer shall interrupt its load within 30 minutes of either written, verbal, or electronic notification by Liberty Utilities that a load reduction is required pursuant to Tariff Schedule No. PA.

6. Customer understands and agrees that failure to reduce load upon request by Liberty Utilities will result in imposition of a financial penalty as provided by Tariff Schedule No. PA, currently, the customer being billed for the entire irrigation season (March 1 through November 30) at the A-1 Rate Schedule.



CONTRACT FOR SCHEDULE PA ELECTRIC SERVICE

(Continued)

7. Customer understands and agrees that the Optional Interruptible Irrigation Rate under Tariff Schedule No. PA applies only to electricity used to pump water for agricultural irrigation, and that service under Tariff Schedule No. PA must be metered separately from all other consumption uses; otherwise, Customer does not qualify for the optional interruptible irrigation rate. Customer affirms that all electric service accounts listed on Appendix A qualify for the optional interruptible irrigation rate and that Customer shall notify Liberty Utilities within seven (7) days if any service account listed on Appendix A ceases to qualify for the optional interruptible irrigation rate.

8. This Contract shall be in effect for a minimum term of one year from date of execution. Either Liberty Utilities or Customer may terminate this Contract at any time upon thirty (30) days' written notification.

9. This Contract shall not become effective, and Customer shall not be eligible for the optional interruptible irrigation rate under Schedule No. PA, and shall be billed for service at the A-1 Rate Schedule, until Customer (a) signs and returns this Contract with all applicable information in Appendix A provided; and (b) provides accurate contact information to Liberty Utilities sufficient to enable immediate contact regarding interruptions.

10. Customer releases Liberty Utilities, its directors, officers, and employees from any and all liability not attributable to the negligence of Liberty Utilities, whether direct, indirect or consequential, for damage to Customer whatsoever resulting from or arising out of electric service provided under Tariff Schedule No. PA.

11. Notwithstanding any other provisions of this Contract, Liberty Utilities shall have the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for a change in rates, charges, classifications or service, or any rule, regulation, or Contract relating thereto.

12. This Contract supersedes all previous contracts for Schedule PA electric service and any earlier contracts are no longer effective.

IN WITNESS WHEREOF, Liberty Utilities and Customer have executed this Contract as of the date it is signed by both parties.

LIBERTY UTILITIES (CALPECO ELECTRIC) LLC

CUSTOMER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



**LIBERTY UTILITIES (CALPECO ELECTRIC) LLC
SCHEDULE PA ELECTRIC SERVICE
CUSTOMER IDENTIFICATION AND CONTACT INFORMATION**

**** All of the information on this page must be provided.**

The customer contact information below is required so Liberty Utilities can contact the PA customer by telephone, e-mail or facsimile in the event of a curtailment.

Customer Name: _____

Customer Telephone Number: _____

Customer E-Mail Address: _____

Customer Facsimile Number: _____

The electric service account, address and parcel number information below is required so Liberty Utilities can confirm the customer's eligibility for Schedule PA electric service and accurately bill the customer. If you have additional electric service accounts, please add the information on an additional page and include it with this page.

<u>Electric Service Account Number</u>	<u>Service Address</u>	<u>Property Parcel Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



CONTRACT FOR SCHEDULE PA ELECTRIC SERVICE

Liberty Utilities (CalPeco Electric) LLC ("Liberty Utilities") hereby agrees to supply electric service to _____ ("Customer"), whose billing address is _____, California _____ and to permit the Customer to take the electric service known as "Optional Interruptible Irrigation Service" for the electric service account(s) listed on Appendix A, attached hereto and as may be hereinafter amended, under the terms of this Contract and Liberty Utilities Electric Tariff Schedule No. PA, as this schedule now exists or may be hereafter amended or superseded. Liberty Utilities and Customer desire to set forth the terms and conditions under which service under Tariff Schedule No. PA shall be performed:

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein, the parties hereto agree as follows:

1. Customer understands and agrees that Optional Interruptible Irrigation Service shall be provided to Customer in accordance with Tariff Schedule No. PA as this schedule now exists or may be hereafter amended or superseded by the California Public Utilities Commission ("CPUC"), a copy of which is attached hereto and incorporated by reference herein.

2. Customer understands and agrees that in the event of any conflict between the terms of this Contract and the terms of Tariff Schedule No. PA, the terms of Tariff Schedule No. PA shall control.

3. This Contract and Tariff Schedule No. PA are both subject to any changes or modification the CPUC may require from time to time in the exercise of its jurisdiction over Liberty Utilities's provision of electric service.

4. Customer understands and agrees that electric service provided pursuant to Tariff Schedule No. PA may be interrupted by Liberty Utilities, under the conditions provided in Tariff Schedule No. PA, at any time during the period provided in Tariff Schedule No. PA (currently from March 1 through November 30, inclusive).

5. Customer understands and agrees that Customer shall interrupt its load within 30 minutes of either written, verbal, or electronic notification by Liberty Utilities that a load reduction is required pursuant to Tariff Schedule No. PA.

6. Customer understands and agrees that failure to reduce load upon request by Liberty Utilities will result in imposition of a financial penalty as provided by Tariff Schedule No. PA, currently, the customer being billed for the entire irrigation season (March 1 through November 30) at the A-1 Rate Schedule.



CONTRACT FOR SCHEDULE PA ELECTRIC SERVICE
(Continued)

7. Customer understands and agrees that the Optional Interruptible Irrigation Rate under Tariff Schedule No. PA applies only to electricity used to pump water for agricultural irrigation, and that service under Tariff Schedule No. PA must be metered separately from all other consumption uses; otherwise, Customer does not qualify for the optional interruptible irrigation rate. Customer affirms that all electric service accounts listed on Appendix A qualify for the optional interruptible irrigation rate and that Customer shall notify Liberty Utilities within seven (7) days if any service account listed on Appendix A ceases to qualify for the optional interruptible irrigation rate.

8. This Contract shall be in effect for a minimum term of one year from date of execution. Either Liberty Utilities or Customer may terminate this Contract at any time upon thirty (30) days' written notification.

9. This Contract shall not become effective, and Customer shall not be eligible for the optional interruptible irrigation rate under Schedule No. PA, and shall be billed for service at the A-1 Rate Schedule, until Customer (a) signs and returns this Contract with all applicable information in Appendix A provided; and (b) provides accurate contact information to Liberty Utilities sufficient to enable immediate contact regarding interruptions.

10. Customer releases Liberty Utilities, its directors, officers, and employees from any and all liability not attributable to the negligence of Liberty Utilities, whether direct, indirect or consequential, for damage to Customer whatsoever resulting from or arising out of electric service provided under Tariff Schedule No. PA.

11. Notwithstanding any other provisions of this Contract, Liberty Utilities shall have the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for a change in rates, charges, classifications or service, or any rule, regulation, or Contract relating thereto.

12. This Contract supersedes all previous contracts for Schedule PA electric service and any earlier contracts are no longer effective.

IN WITNESS WHEREOF, Liberty Utilities and Customer have executed this Contract as of the date it is signed by both parties.

LIBERTY UTILITIES (CALPECO ELECTRIC) LLC

CUSTOMER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



**LIBERTY UTILITIES (CALPECO ELECTRIC) LLC
SCHEDULE PA ELECTRIC SERVICE
CUSTOMER IDENTIFICATION AND CONTACT INFORMATION**

**** All of the information on this page must be provided.**

The customer contact information below is required so Liberty [Utilities](#) can contact the PA customer by telephone, e-mail or facsimile in the event of a curtailment.

Customer Name: _____

Customer Telephone Number: _____

Customer E-Mail Address: _____

Customer Facsimile Number: _____

The electric service account, address and parcel number information below is required so Liberty [Utilities](#) can confirm the customer's eligibility for Schedule PA electric service and accurately bill the customer. If you have additional electric service accounts, please add the information on an additional page and include it with this page.

<u>Electric Service Account Number</u>	<u>Service Address</u>	<u>Property Parcel Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

98-1050 (Rev-07/13)



**LIBERTY UTILITIES (CALPECO ELECTRIC) LLC ("LIBERTY UTILITIES")
CALIFORNIA ALTERNATIVE RATES FOR ENERGY (CARE)**

CARE provides a monthly discount on your Liberty Utilities electric service.
1-866-675-6627 Toll-Free

To participate in the CARE rate, you must submit a copy of your current gross monthly income for everyone living in your home. You must also submit a copy of the top portion of your current Liberty Utilities bill. PLEASE NOTE: The name on the bill and the name on this application must match. **DO NOT SUBMIT ORIGINAL DOCUMENTS. THEY WILL NOT BE RETURNED.**

If your name or address has changed, you MUST inform Liberty Utilities. There is no charge for changing or adding a name to your Liberty Utilities account.

Your Name (as it appears on your Liberty Utilities bill):

First Middle Last

Mailing Address:

Number and Street Apartment Number

City State Zip Code

Daytime Telephone Number

() _____

INCLUDING YOURSELF, total number of people living in your home. _____

Adults _____ #Children _____

Submetered Applicants Only – Enter the name of Mobile Home Park _____

The information on this application will be used to determine and verify my eligibility for assistance. I understand that Liberty Utilities may share my information with other utilities and their agents to enroll me in their assistance programs. If eligible for the CARE discount, I authorize the proper change to my rate schedule and give my consent for annual eligibility verification. I declare, under penalty of perjury, that the information on this application is true and correct.

X _____
Applicant's Signature Date Witness' Signature (if applicant signed with a mark)

YOUR APPLICATION IS NOT COMPLETE WITHOUT ALL OF THE FOLLOWING:

- Completed Application
- Copy of current Liberty Utilities bill
- Copy(ies) of current proof of income
- Signature

Include current proof of income for everyone in your home? Sign and date your application?

APPLICANT QUESTIONNAIRE

Liberty Utilities is currently conducting a survey to measure the effectiveness of its outreach efforts. The following questions are OPTIONAL. Answering the questions will have no effect on the handling of your CARE application or participation in CARE.

Please check the appropriate box(es).

- APPLICANT'S AGE GROUP: 18-39 40-59 60 or older
 APPLICANT'S ETHNICITY: African-American Caucasian Hispanic/Latino Native American
Asian Other _____
 HOW DID YOU HEAR ABOUT Liberty Utilities CARE? Community Organizations Public Agency Newspaper/Radio
Word-of-Mouth Other

Please return completed CARE application to:

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

LIBERTY UTILITIES USE ONLY

Date Received _____
Employee Initials _____

PLEASE KEEP THIS INFORMATION SHEET

1-866-675-6627 TOLL FREE

PLEASE PROVIDE ALL REQUESTED INFORMATION SO THERE WILL BE NO DELAYS IN PROCESSING YOUR APPLICATION

MAY BE ELIGIBLE FOR THE California Alternative Rate for Energy (CARE) Program if:

You are a Liberty Utilities (CalPeco Electric) LLC permanent residential customer and pay your energy cost directly to Liberty Utilities.
-and-
Your gross monthly income, before deductions for all persons living in your household, is not over the CARE Income Guidelines. (See Proof of Income and Income Guidelines below.)

EXAMPLES OF PROOF OF INCOME

All proof of income must be current and show an income amount.

- Temporary Assistance for Needy Families (TANF): Notice of Action; or computer printout; or benefit letter; copy of check; or
- Food Stamps: Notice of Action or benefit letter from eligibility worker showing dollar amount of assistance; or
- Supplemental Security Income: Notice of Planned Action or Form 2458; computer printout from Social Security Office; copy of bank statement showing SSI direct deposit; copy of SSI check; or
- Social Security benefits: copy of current check(s); SSA Form 1099, 4926, or 2458; computer printout from Social Security Administration Office; Bank Statement showing direct deposit; or
- Pension and Annuities: copy of a current check; verification on letterhead or annual statement from pension plan; or
- Wages: copy of current paycheck stub(s) covering a one-month period and showing gross income; or
- Interest Income: monthly or quarterly bank statement; statement of interest income from bank agency; or
- Disability Compensation: copy of a current check; printout or letter from agency or insurance company verifying the compensation amount; or
- Unemployment Benefits: copy of current check(s); printout from Employment Development Department; or
- Child and/or Spousal support: copy of current check; or
- Support from an Individual: copy of check and statement signed by person providing the support; or
- General Assistance: Notice of Action from County Social Services; copy of a current check; or
- Student Aid: Financial Aid statement from College or University; or
- Veteran's Benefits: letter indication receipt of Veteran's Pension; copy of Veteran's Administration check; or
- Signed Federal Tax Form 1040; or
- W2 Forms.

CARE Income Guidelines – Effective June 1, 2015 to May 31, 2016		
Size of Household	Monthly	Yearly
1-2	\$2,655.00	\$31,860
3	\$3,348.33	\$40,180
4	\$4,041.66	\$48,500
5	\$4,735.00	\$56,820
6	\$5,428.33	65,140
7	\$6,121.66	\$73,460
8	\$6,815.00	\$81,780

NOTE: For households with more than six members, increase income by the amount below for each additional family member.

Additional Family Members Amounts:	\$8,320
------------------------------------	---------

You are not eligible for the CARE if you are:

- Claimed as a dependent on another person's income tax return;
- Non-permanent customer with a recreation or vacation home.



LIBERTY UTILITIES (CALPECO ELECTRIC) LLC ("LIBERTY UTILITIES")
CALIFORNIA ALTERNATIVE RATES FOR ENERGY (CARE)

CARE provides a monthly discount on your Liberty Utilities electric service.
1-866-675-6627 Toll-Free

To participate in the CARE rate, you must submit a copy of your current gross monthly income for everyone living in your home. You must also submit a copy of the top portion of your current Liberty Utilities bill. PLEASE NOTE: The name on the bill and the name on this application must match. **DO NOT SUBMIT ORIGINAL DOCUMENTS. THEY WILL NOT BE RETURNED.**

If your name or address has changed, you MUST inform Liberty Utilities. There is no charge for changing or adding a name to your Liberty Utilities account.

Your Name (as it appears on your Liberty Utilities bill):

First Middle Last

Mailing Address:

Number and Street Apartment Number

City State Zip Code

Daytime Telephone Number

() _____

INCLUDING YOURSELF, total number of people living in your home. _____

Adults _____ #Children _____

Submetered Applicants Only – Enter the name of Mobile Home Park _____

The information on this application will be used to determine and verify my eligibility for assistance. I understand that Liberty Utilities may share my information with other utilities and their agents to enroll me in their assistance programs. If eligible for the CARE discount, I authorize the proper change to my rate schedule and give my consent for annual eligibility verification. I declare, under penalty of perjury, that the information on this application is true and correct.

X _____
Applicant's Signature Date Witness' Signature (if applicant signed with a mark)

YOUR APPLICATION IS NOT COMPLETE WITHOUT ALL OF THE FOLLOWING:

- Completed Application
- Copy of current Liberty Utilities bill
- Copy(ies) of current proof of income
- Signature

Include current proof of income for everyone in your home? Sign and date your application?

APPLICANT QUESTIONNAIRE

Liberty Utilities is currently conducting a survey to measure the effectiveness of its outreach efforts. The following questions are OPTIONAL. Answering the questions will have no effect on the handling of your CARE application or participation in CARE.

Please check the appropriate box(es).

- APPLICANT'S AGE GROUP: 18-39 40-59 60 or older
- APPLICANT'S ETHNICITY: African-American Caucasian Hispanic/Latino Native American
- Asian Other _____
- HOW DID YOU HEAR ABOUT Liberty Utilities CARE? Community Organizations Public Agency Newspaper/Radio
- Word-of-Mouth Other

Please return completed CARE application to:

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

LIBERTY UTILITIES USE ONLY

Date Received _____
Employee Initials _____

Form No. 2100

PLEASE KEEP THIS INFORMATION SHEET

1-866-675-6627 TOLL FREE

PLEASE PROVIDE ALL REQUESTED INFORMATION SO THERE WILL BE NO DELAYS IN PROCESSING YOUR APPLICATION

MAY BE ELIGIBLE FOR THE California Alternative Rate for Energy (CARE) Program if:

- You are a Liberty Utilities (CalPeco Electric) LLC permanent residential customer and pay your energy cost directly to Liberty Utilities.
-and-
Your gross monthly income, before deductions for all persons living in your household, is not over the CARE Income Guidelines. (See Proof of Income and Income Guidelines below.)

EXAMPLES OF PROOF OF INCOME

All proof of income must be current and show an income amount.

- Temporary Assistance for Needy Families (TANF): Notice of Action; or computer printout; or benefit letter; copy of check; or
- Food Stamps: Notice of Action or benefit letter from eligibility worker showing dollar amount of assistance; or
- Supplemental Security Income: Notice of Planned Action or Form 2458; computer printout from Social Security Office; copy of bank statement showing SSI direct deposit; copy of SSI check; or
- Social Security benefits: copy of current check(s); SSA Form 1099, 4926, or 2458; computer printout from Social Security Administration Office; Bank Statement showing direct deposit; or
- Pension and Annuities: copy of a current check; verification on letterhead or annual statement from pension plan; or
- Wages: copy of current paycheck stub(s) covering a one-month period and showing gross income; or
- Interest Income: monthly or quarterly bank statement; statement of interest income from bank agency; or
- Disability Compensation: copy of a current check; printout or letter from agency or insurance company verifying the compensation amount; or
- Unemployment Benefits: copy of current check(s); printout from Employment Development Department; or
- Child and/or Spousal support: copy of current check; or
- Support from an Individual: copy of check and statement signed by person providing the support; or
- General Assistance: Notice of Action from County Social Services; copy of a current check; or
- Student Aid: Financial Aid statement from College or University; or
- Veteran's Benefits: letter indication receipt of Veteran's Pension; copy of Veteran's Administration check; or
- Signed Federal Tax Form 1040; or
- W2 Forms.

CARE Income Guidelines – Effective June 1, 2015 to May 31, 2016		
Size of Household	Monthly	Yearly
1-2	\$2,655.00	\$31,860
3	\$3,348.33	\$40,180
4	\$4,041.66	\$48,500
5	\$4,735.00	\$56,820
6	\$5,428.33	65,140
7	\$6,121.66	\$73,460
8	\$6,815.00	\$81,780

NOTE: For households with more than six members, increase income by the amount below for each additional family member.

Additional Family Members Amounts:	\$8,320
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You are not eligible for the CARE if you are:

- Claimed as a dependent on another person's income tax return;
- Non-permanent customer with a recreation or vacation home.

Form No. 2100



CARE ofrece un descuento mensual de su servicio eléctrico Liberty Utilities

1-866-675-6627 Toll-Free

Para participar en tarifaria de CARE, debe presentar una copia de su ingreso mensual bruto para todos los que viven en su hogar. También debe presentar una copia de la parte superior de su factura actual de Liberty Utilities. **TENGA EN CUENTA: El nombre en la factura y el nombre de esta solicitud deben coincidir. NO PRESENTE DOCUMENTOS ORIGINALES. NO SERÁN DEVUELTOS.**

Si su nombre o la dirección ha cambiado, debe informar a Liberty Utilities. No hay cargo por cambiar o agregar un nombre a su cuenta

Liberty Utilities. **Su nombre (como aparece en su factura Liberty Utilities):**

Nombre Segundo Nombre Apellido

dirección de correo

Número y calle Número de apartamento

Ciudad estado código de zip

Teléfono durante el día

()

ENTRE TOTAL BRUTO MENSUAL INCOME para todas las personas que viven en su casa y adjuntar la prueba actual de ingresos. (La prueba debe coincidir con la cantidad total de la línea de ingresos.)

CalWORKS \$ _____
SSI/SSP \$ _____
SSA \$ _____
Pensions \$ _____
GA/GR \$ _____
Wages \$ _____
Interest Income \$ _____
Other Income \$ _____

TOTAL DE INGRESOS \$ _____

INCLUYENDO A USTED MISMO, entre el número de personas que viven en su casa

Los solicitantes sólo submedidores - Escriba el nombre de parquet de casos móviles _____

La información en esta solicitud será utilizada para determinar y verificar mi elegibilidad para asistencia. Entiendo que Liberty Utilities puede compartir mi información con otros servicios públicos y sus agentes para inscribirme en sus programas de asistencia. Si elegible para el descuento de CARE, autorizo el cambio correcto a mi lista de tarifas y doy mi consentimiento para la verificación de elegibilidad anual. Declaro, bajo pena de perjurio, que la información en esta solicitud es verdadera y correcta.

X _____
Firma del solicitante fecha Testigo Firma (si el solicitante firmó con una marca)

SU APLICACIÓN no está completa sin TODO LO SIGUIENTE:

Solicitud completa Copia de la factura actual Liberty Utilities Copia (s) de la prueba actual de ingresos firma

Incluya una prueba actual de ingresos para todos en su casa? Firmar y fechar su solicitud?

SOLICITANTE CUESTIONARIO

Liberty Utilities realiza actualmente la conducción de una encuesta para medir la eficacia de los esfuerzos de su alcance. Las siguientes preguntas son opcionales. Responder a las preguntas no tendrá ningún efecto sobre la tramitación de su solicitud de CARE o participación en CARE.

Por favor, marque la casilla correspondiente (s).

GRUPO DE EDAD DEL SOLICITANTE:

18-39 40-59 60 o más

ETNICIDAD DEL SOLICITANTE:

African-American Caucasian Hispanic/Latino Native American

Asian Other _____

CÓMO SE ENTERO DE CARE DE Liberty Utilities?

Organizaciones de la Comunidad Agencia Pública Periódico / radio

Boca-a-boca Otros

Por favor devuelva la solicitud completa CARE A:

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

FOR LIBERTY UTILITIES USE ONLY

Date Received _____
Employee Initials _____

CONSERVE ESTA HOJA DE INFORMACIÓN

1-866-675-6627 LLAMADA GRATUITA

FAVOR DE PROPORCIONAR TODA LA INFORMACIÓN SOLICITADA PARA NO TARDAR EL PROCESO DE SU APPLICACION

USTED PUEDE SER elegible a la tarifa alternativa de Energía de California (CARE) si:

Usted es un cliente residencial permanente de Liberty Utilities (CalPeco Electric) LLC (Liberty Utilities y pague el costo de la energía directamente a Liberty Utilities

-y-

Su ingreso bruto mensual, antes de las deducciones para todas las personas que viven en su hogar, no es más de las Directrices de Ingresos de CARE.

Véase la Prueba de Ingresos y las normas de ingresos a continuación.

EJEMPLOS DE LA PRUEBA DE LAS INGRESOS

Todas las pruebas de ingresos debe ser actual y mostrar el una cantidad de ingresos.

- Asistencia Temporal para Familias Necesitadas (TANF): Notificación de Acción, o impresión de computadora, o carta de beneficio, copia de un cheque, o
- Cupones para Alimentos: Notificación de Acción o carta de beneficios del trabajador de elegibilidad que indique el monto en dólares de la asistencia, o
- Seguridad de Ingreso Suplementario: Aviso de Acción Planificada o Formulario 2458, impresión de la computadora de la Seguridad Social, copia del extracto bancario que muestre el depósito directo de SSI: copia de cheque de SSI, o
- Beneficios del Seguro Social: copia de cheque reciente (s); Formulario SSA 1099, 4926 o 2458; impresión de la computadora de la Seguridad Social Oficina de Administración, Banco Estado que muestre el depósito directo, o
- Pensión y: copia de un cheque reciente verificación por carta o declaración anual del plan de pensiones, o
- Salarios: copia del recibo de sueldo actual (s) que cubren un período de un mes y que muestren los ingresos brutos, o
- Ingreso por interés: estado de cuenta bancario mensual o trimestral; estado de los ingresos por intereses de la agencia bancaria, o
- Compensación por incapacidad: copia de un cheque actual copia impreza o carta de la agencia o compañía de seguro que verifique la cantidad de la remuneración, o
- Beneficios de desempleo: copia de cheque reciente (s), copia impresa del Departamento de Desarrollo Laboral, o
- Apoyo de niño y lo conyuge: copia de cheque reciente o
- Apoyo de un individuo: copia de un cheque y declaración firmada por persona que presta el apoyo, o
- Ayuda General: Aviso de Acción de Servicios Sociales del Condado; copia de un cheque reciente o
- Ayuda Estudiantil: declaración de ayuda financiera de un Colegio o Universidad, o
- recibo carta de indicación de Pensiones de los Veteranos; copia de un cheque la Administración de Veteranos, o bien: • Beneficios de Veteranos
- Firmado el Formulario 1040 de Impuestos Federales, o
- Formas W2.

CAUIDADO Directrices sobre la renta – Efectivo el 1 junio de 2015 al 31 de mayo de 2016		
Tomano de los hogares	cada mes	cada ano
1-2	\$2,655.00	\$31,860
3	\$3,348.33	\$40,180
4	\$4,041.66	\$48,500
5	\$4,735.00	\$56,820
6	\$5,428.33	65,140
7	\$6,121.66	\$73,460
8	\$6,815.00	\$81,780

NOTA: Para los hogares con más de seis miembros, aumentar los ingresos por el importe por debajo de cada miembro adicional.

Las cantidades adicionales de los miembros de la familia: \$8,320

Usted no es elegible para CARE si usted:

- Es reclamado como dependiente en la declaración de otra persona de ganancia;
- No es residente permanente con una casa de recreación o de vacaciones.



CARE ofrece un descuento mensual de su servicio eléctrico Liberty Utilities

1-866-675-6627 Toll-Free

Para participar en tarifaria de CARE, debe presentar una copia de su ingreso mensual bruto para todos los que viven en su hogar. También debe presentar una copia de la parte superior de su factura actual de Liberty Utilities. TENGA EN CUENTA: El nombre en la factura y el nombre de esta solicitud deben coincidir. **NO PRESENTE DOCUMENTOS ORIGINALES. NO SERÁN DEVUELTOS.**

Si su nombre o la dirección ha cambiado, debe informar a Liberty Utilities. No hay cargo por cambiar o agregar un nombre a su cuenta

Liberty Utilities. Su nombre (como aparece en su factura Liberty Utilities):

Nombre _____ Segundo Nombre _____ Apellido _____

dirección de correo

Número y calle _____ Número de apartamento _____

Ciudad _____ estado _____ código de zip _____

Teléfono durante el día

() _____

INCLUYENDO A USTED MISMO, entre el número de personas que viven en su casa

Los solicitantes sólo submedidores - Escriba el nombre de parquet de casos móviles _____

ENTRE TOTAL BRUTO MENSUAL INCOME para todas las personas que viven en su casa y adjuntar la prueba actual de ingresos. (La prueba debe coincidir con la cantidad total de la línea de ingresos.)

CalWORKS \$ _____
SSI/SSP \$ _____
SSA \$ _____
Pensions \$ _____
GA/GR \$ _____
Wages \$ _____
Interest Income \$ _____
Other Income \$ _____

TOTAL DE INGRESOS \$ _____

La información en esta solicitud será utilizada para determinar y verificar mi elegibilidad para asistencia. Entiendo que Liberty Utilities puede compartir mi información con otros servicios públicos y sus agentes para inscribirme en sus programas de asistencia. Si elegible para el descuento de CARE, autorizo el cambio correcto a mi lista de tarifas y doy mi consentimiento para la verificación de elegibilidad anual. Declaro, bajo pena de perjurio, que la información en esta solicitud es verdadera y correcta.

X _____
Firma del solicitante _____ fecha _____ Testigo Firma (si el solicitante firmó con una marca) _____

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Incluya una prueba actual de ingresos para todos en su casa? Firmar y fechar su solicitud?

SOLICITANTE CUESTIONARIO

Liberty Utilities realiza actualmente la conducción de una encuesta para medir la eficacia de los esfuerzos de su alcance. Las siguientes preguntas son opcionales. Responder a las preguntas no tendrá ningún efecto sobre la tramitación de su solicitud de CARE o participación en CARE.

Por favor, marque la casilla correspondiente (s).

GRUPO DE EDAD DEL SOLICITANTE:

- 18-39 40-59 60 o más

ETNICIDAD DEL SOLICITANTE:

- African-American Caucasian Hispanic/Latino Native American
 Asian Other _____

CÓMO SE ENTERO DE CARE DE Liberty Utilities?

- Organizaciones de la Comunidad Agencia Pública Periódico / radio
 Boca-a-boca Otros

Por favor devuelva la solicitud completa CARE A:

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

FOR LIBERTY UTILITIES USE ONLY

Date Received _____
Employee Initials _____

Form 98-2150

CONSERVE ESTA HOJA DE INFORMACIÓN

1-866-675-6627 LLAMADA GRATUITA

FAVOR DE PROPORCIONAR TODA LA INFORMACIÓN SOLICITADA PARA NO TARDAR EL PROCESO DE SU APPLICACION

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- Cupones para Alimentos: Notificación de Acción o carta de beneficios del trabajador de elegibilidad que indique el monto en dólares de la asistencia, o
- Seguridad de Ingreso Suplementario: Aviso de Acción Planificada o Formulario 2458, impresión de la computadora de la Seguridad Social, copia del extracto bancario que muestre el depósito directo de SSI: copia de cheque de SSI, o
- Beneficios del Seguro Social: copia de cheque reciente (s); Formulario SSA 1099, 4926 o 2458; impresión de la computadora de la Seguridad Social Oficina de Administración, Banco Estado que muestre el depósito directo, o
- Pensión y: copia de un cheque reciente verificación por carta o declaración anual del plan de pensiones, o
- Salarios: copia del recibo de sueldo actual (s) que cubren un período de un mes y que muestren los ingresos brutos, o
- Ingreso por interés: estado de cuenta bancario mensual o trimestral; estado de los ingresos por intereses de la agencia bancaria, o
- Compensación por incapacidad: copia de un cheque actual copia impreza o carta de la agencia o compañía de seguro que verifique la cantidad de la remuneración, o
- Beneficios de desempleo: copia de cheque reciente (s), copia impresa del Departamento de Desarrollo Laboral, o
- Apoyo de niño y lo conyuge: copia de cheque reciente o
- Apoyo de un individuo: copia de un cheque y declaración firmada por persona que presta el apoyo, o
- Ayuda General: Aviso de Acción de Servicios Sociales del Condado; copia de un cheque reciente o
- Ayuda Estudiantil: declaración de ayuda financiera de un Colegio o Universidad, o
- recibo carta de indicación de Pensiones de los Veteranos; copia de un cheque la Administración de Veteranos, o bien: • Beneficios de Veteranos
- Firmado el Formulario 1040 de Impuestos Federales, o
- Formas W2.

CUIDADO Directrices sobre la renta – Efectivo el 1 junio de 2015 al 31 de mayo de 2016		
Tomano de los hogares	cada mes	cada ano
1-2	\$2,655.00	\$31,860
3	\$3,348.33	\$40,180
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8	\$6,815.00	\$81,780

NOTA: Para los hogares con más de seis miembros, aumentar los ingresos por el importe por debajo de cada miembro adicional.

Las cantidades adicionales de los miembros de la familia: \$8,320

Usted no es elegible para CARE si usted:

- Es reclamado como dependiente en la declaración de otra persona de ganancia;
- No es residente permanente con una casa de recreación o de vacaciones.



LIBERTY UTILITIES (CALPECO ELECTRIC) LLC (LIBERTY UTILITIES) CALIFORNIA ALTERNATIVE RATES FOR ENERGY (CARE) EXPANDED CARE FOR GROUP-LIVING FACILITIES

INSTRUCTIONS:

- 1. READ the information on the attached sheet.
2. DETERMINE if the facility meets the definition of a qualified nonprofit group-living facility. The facility MUST meet all Criteria to quality for the 20% Low-Income discount.
3. COMPLETE the entire application (please print or type). Nonprofit corporations must complete application for all qualified satellite facilities.
4. ATTACH all required documents. (Application is not considered complete without documents.)
5. MAIL to: Liberty Utilities (CalPeco Electric) LLC
Billing - CARE Program
933 Eloise Ave.
South Lake Tahoe, CA 96150
6. For assistance, call 1-866-675-6627, toll free.

Name (as it appears on your Liberty Utilities bill): _____

Name of Facility (if different): _____

Account Number(s): _____

Service Address:

Number and Street Apt# City State Zip Code

Mailing Address (if different):

Number and Street Apt# City State Zip Code

Corporate operation facility has IRS 501(C)(3) tax exempt status. [] Yes [] No (Required attachment IRS letter)
At least 70% of facility's energy use is for residential purposes. [] Yes [] No
Is facility government-owned or operated? [] Yes [] No

FOR NONPROFIT GROUP-LIVING FACILITIES

Primary purpose and services offered by facility: [] Lodging [] Meals [] Rehabilitation [] Training [] Counseling [] Other
If other, please explain: _____
Total Number of Residents of facility: _____ Total Number of Residents who qualify as low income: _____

FOR HOMELESS SHELTERS

Number of beds: _____ Number of days occupied each year: _____
Name of Conditional Use Permit (Required attachment: Use Permit); or IRS 501(C)(3) tax exempt letter.

ANNUAL RECERTIFICATION: Total amount of discount received last year: \$ _____
What was the discount used for?: _____

FOR LIBERTY UTILITIES USE ONLY

Date Received: _____ Date Certified: _____
Denied: _____ Employee Initials: _____

A nonprofit group-living facility may consist of a licensed "parent" facility AND related non-licensed "satellite" facilities at other locations.

The non-licensed satellite facilities are eligible for the discount provided:

- The parent facility is licensed by the appropriate state agency and meets all other criteria.
- At least 70% of the energy consumed by the satellite facility MUST be used for residential purposes. In addition, each satellite facility for homeless shelters must provide at least 6 beds for at least 180 days per year.
- The parent facility must appear as the customer of record on the energy bill for the satellite facility.

The nonprofit parent corporation must complete the following information for all qualified satellite facilities. If you are a satellite facility, contact your corporate facility.

70 % of energy used
For Residential Purpose

For Nonprofit Group-Living Facilities:

Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

	<u>70% of Res. Energy</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>No. Beds</u>	<u>Days/Yrs. Occupied</u>
For Homeless Shelters: Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	
Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	
Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	

I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and accurate. I have verified the low income eligibility of all residents (not required for homeless shelters). I am responsible for the annual renewal of the facility's license from the appropriate State licensing department or for the Conditional Use Permit. I understand that Liberty Utilities may verify the accuracy of this information and confirm the direct benefits to the residents through random sampling. Errors in the information provided may cause the account(s) to be rebilled without the discount. My signature gives my consent for this information to be shared with any other utility companies, if applicable.

Authorized Representative's Name (please print) Title

Authorized Representative's Signature Date

Daytime Phone Number: _____

PLEASE KEEP THIS INFORMATION SHEET

LOW-INCOME RATEPAYER ASSISTANCE PROGRAM FOR NONPROFIT GROUP-LIVING FACILITIES

PLEASE PROVIDE ALL REQUESTED INFORMATION SO THERE WILL BE NO DELAYS IN PROCESSING YOUR APPLICATION

DISCOUNT: Your facility may qualify for a 20% discount on your electric rates.

ELIGIBILITY CRITERIA: The Facility Must Meet All of the Following Criteria:

For transitional housing (drug rehabilitation, half-way house), short- or long-term care facility (hospice), nursing homes, seniors' or children's home, or group home for physically or mentally disabled:

- Corporation operation facility must have IRS tax exempt status under Code 501(C)(3).
- Facility must be licensed by the State Department of Social Services, Department of Drug and Alcohol Programs, Department of Health Services, or other appropriate state agency.
- Facility must provide service, such as meals or rehabilitation, in addition to lodging.
- 100% of residents must meet current CARE eligibility guidelines for a single-person household. (See below)
- 70% of the electricity supplied to the facility must be used for residential purposes.
- Satellite facilities in the name of the licensed parent facility, where 70% of the energy supplied is for residential purposes, are also eligible.

For Homeless Shelters:

- Corporation operating facility must have IRS tax exempt status under Code 501(C)(3)
- Facility must have a Conditional Use Permit.
- Facility must provide at least six beds each night for a minimum of 180 days each year for persons who have no alternative residence.
- Primary function of facility is to provide lodging.
- 70% of electricity supplied to the facility must be used for residential purposes.

Facilities Not Eligible:

- A group-living facility offering only a place to live.
- Government-subsidized facility providing lodging only.
- Government-owned housing.
- Student housing, dormitories, fraternities, sororities, etc.

INDIVIDUAL ELIGIBILITY GUIDELINES:

Each resident's annual gross income does not exceed \$31,860 OR resident is receiving one of the following types of assistance:

- Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), State Supplementary Payment (SSP) benefits.
- Social Security, Veteran's, Disability, Unemployment or Retirement benefits.

ATTACHMENTS REQUIRED:

- A copy of IRS letter determining tax-exempt status or corporation operating the facility under IRS Code 501(C)(3).
- A copy of license from appropriate State agency, or a copy of Conditional Use Permit for each facility.

ANNUAL RECERTIFICATION:

Facility is required to re-certify annually and provide amount of discount received in prior year and an explanation of how the discount funds were used for the direct benefit of low-income residents. An application will be automatically sent to you each year.



LIBERTY UTILITIES (CALPECO ELECTRIC) LLC (LIBERTY UTILITIES) CALIFORNIA ALTERNATIVE RATES FOR ENERGY (CARE) EXPANDED CARE FOR GROUP-LIVING FACILITIES

INSTRUCTIONS:

1. READ the information on the attached sheet.
2. DETERMINE if the facility meets the definition of a qualified nonprofit group-living facility. The facility MUST meet all Criteria to quality for the 20% Low-Income discount.
3. COMPLETE the entire application (please print or type). Nonprofit corporations must complete application for all qualified satellite facilities.
4. ATTACH all required documents. (Application is not considered complete without documents.)
5. MAIL to: Liberty Utilities (CalPeco Electric) LLC
Billing – CARE Program
933 Eloise Ave.
South Lake Tahoe, CA 96150
6. For assistance, call 1-866-675-6627, toll free.

Name (as it appears on your Liberty Utilities bill): _____

Name of Facility (if different): _____

Account Number(s): _____

Service Address:

Number and Street	Apt#	City	State	Zip Code
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Mailing Address (if different):

Number and Street	Apt#	City	State	Zip Code
-------------------	------	------	-------	----------

Corporate operation facility has IRS 501(C)(3) tax exempt status. Yes No (Required attachment IRS letter)
 At least 70% of facility's energy use is for residential purposes. Yes No
 Is facility government-owned or operated? Yes No

FOR NONPROFIT GROUP-LIVING FACILITIES

Primary purpose and services offered by facility: Lodging Meals Rehabilitation Training Counseling Other
 If other, please explain: _____
 Total Number of Residents of facility: _____ Total Number of Residents who qualify as low income: _____

FOR HOMELESS SHELTERS

Number of beds: _____ Number of days occupied each year: _____
 Name of Conditional Use Permit (Required attachment: Use Permit); or IRS 501(C)(3) tax exempt letter.

ANNUAL RECERTIFICATION: Total amount of discount received last year: \$ _____
 What was the discount used for?: _____

FOR LIBERTY UTILITIES USE ONLY

Date Received: _____ Date Certified: _____ **Form No. 98-2200**
 Denied: _____ Employee Initials: _____

A nonprofit group-living facility may consist of a licensed "parent" facility AND related non-licensed "satellite" facilities at other locations.

The non-licensed satellite facilities are eligible for the discount provided:

- The parent facility is licensed by the appropriate state agency and meets all other criteria.
- At least 70% of the energy consumed by the satellite facility MUST be used for residential purposes. In addition, each satellite facility for homeless shelters must provide at least 6 beds for at least 180 days per year.
- The parent facility must appear as the customer of record on the energy bill for the satellite facility.

The nonprofit parent corporation must complete the following information for all qualified satellite facilities. If you are a satellite facility, contact your corporate facility.

70 % of energy used
For Residential Purpose

For Nonprofit Group-Living Facilities:

Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

	<u>70% of Res. Energy</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>No. Beds</u>	<u>Days/Yrs. Occupied</u>
For Homeless Shelters: Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	
Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	
Service Address: _____ Account Number(s): _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	

I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and accurate. I have verified the low income eligibility of all residents (not required for homeless shelters). I am responsible for the annual renewal of the facility's license from the appropriate State licensing department or for the Conditional Use Permit. I understand that Liberty Utilities may verify the accuracy of this information and confirm the direct benefits to the residents through random sampling. Errors in the information provided may cause the account(s) to be rebilled without the discount. My signature gives my consent for this information to be shared with any other utility companies, if applicable.

Authorized Representative's Name (please print) Title

Authorized Representative's Signature Date

Daytime Phone Number: _____

PLEASE KEEP THIS INFORMATION SHEET

LOW-INCOME RATEPAYER ASSISTANCE PROGRAM
FOR NONPROFIT GROUP-LIVING FACILITIES

PLEASE PROVIDE ALL REQUESTED INFORMATION SO THERE WILL BE NO DELAYS IN PROCESSING YOUR APPLICATION

DISCOUNT: Your facility may qualify for a 20% discount on your electric rates.

ELIGIBILITY CRITERIA: The Facility Must Meet All of the Following Criteria:

For transitional housing (drug rehabilitation, half-way house), short- or long-term care facility (hospice), nursing homes, seniors' or children's home, or group home for physically or mentally disabled:

- Corporation operation facility must have IRS tax exempt status under Code 501(C)(3).
- Facility must be licensed by the State Department of Social Services, Department of Drug and Alcohol Programs, Department of Health Services, or other appropriate state agency.
- Facility must provide service, such as meals or rehabilitation, in addition to lodging.
- 100% of residents must meet current CARE eligibility guidelines for a single-person household. (See below)
- 70% of the electricity supplied to the facility must be used for residential purposes.
- Satellite facilities in the name of the licensed parent facility, where 70% of the energy supplied is for residential purposes, are also eligible.

For Homeless Shelters:

- Corporation operating facility must have IRS tax exempt status under Code 501(C)(3)
- Facility must have a Conditional Use Permit.
- Facility must provide at least six beds each night for a minimum of 180 days each year for persons who have no alternative residence.
- Primary function of facility is to provide lodging.
- 70% of electricity supplied to the facility must be used for residential purposes.

Facilities Not Eligible:

- A group-living facility offering only a place to live.
- Government-subsidized facility providing lodging only.
- Government-owned housing.
- Student housing, dormitories, fraternities, sororities, etc.

INDIVIDUAL ELIGIBILITY GUIDELINES:

Each resident's annual gross income does not exceed \$31,860 OR resident is receiving one of the following types of assistance:

- Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), State Supplementary Payment (SSP) benefits.
- Social Security, Veteran's, Disability, Unemployment or Retirement benefits.

ATTACHMENTS REQUIRED:

- A copy of IRS letter determining tax-exempt status or corporation operating the facility under IRS Code 501(C)(3).
- A copy of license from appropriate State agency, or a copy of Conditional Use Permit for each facility.

ANNUAL RECERTIFICATION:

Facility is required to re-certify annually and provide amount of discount received in prior year and an explanation of how the discount funds were used for the direct benefit of low-income residents. An application will be automatically sent to you each year.

Form No. 98-2200



**PROPOSAL TO PURCHASE AND AGREEMENT FOR
TRANSFER OF OWNERSHIP OF DISTRIBUTION SYSTEMS**

This Proposal to Purchase (“Proposal”) and Agreement for Transfer of Ownership of Distribution Systems (“Agreement”) is entered into this _____ day of _____, _____, by and between Liberty Utilities (CalPeco Electric) LLC (“Liberty Utilities” or “Utility”) and (Name of Park or Community Owner) (“Transferor”).

WHEREAS, Transferor has requested and Utility is offering this proposal pursuant to Chapter 6.5 of Part 2 of Division 1 of the Public Utilities Code, “Transfer of Facilities in Master-Metered Mobilehome Parks and Manufactured Housing Communities to Electric Corporation Ownership,” beginning with Section 2791, and Section 2793(a)(3) and (4) in particular, for the transfer of ownership to Utility of Transferor’s electric distribution system described in Appendix I upon the cost arrangements set forth in Appendix II, upon the terms and conditions set forth herein and upon the additional terms and conditions set forth in Appendix III;

WHEREAS, the facilities which make up Transferor’s distribution system include, but are not limited to, poles, conductors, transformers, conduits, meters, and other associated materials. Refer to Appendix I for a more detailed description of the Facilities and a description of any additional Facilities which Transferor may be required to install. The Facilities and any additional Facilities installed under this Agreement are referred to collectively as the “System.”

WHEREAS, Transferor desires to transfer ownership of the System to Utility, and Utility is willing to accept the transfer of ownership of the System subject to the terms and conditions set forth in this Agreement.

WHEREAS, this Proposal may be accepted by Transferor at any time within ninety (90) days from the date of its receipt by signing and returning it to Utility, along with any required contribution or advance. The Proposal and Agreement may be terminated at any time by Transferor as provided by Public Utilities Code Section 2799(a) upon written notice to Utility;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, Transferor and Utility agree as follows:

1. DESCRIPTION OF SYSTEM

Transferor desires to transfer ownership of the System located on the property more particularly described as follows:

Address: _____

Legal Description: _____

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Form No. 98-3290

(Hereinafter referred to as "Project")

2. LIENS AND ENCUMBRANCES

Transferor represents that Transferor is the sole owner of the System and that no part of the System is subject to any lien or encumbrance of any nature whatsoever including, without limitation, any governmental imposition(s) such as taxes or assessments.

3. RESPONSIBILITIES FOR EQUIPMENT INSTALLATION AND TRANSFER

3.1 Transferor shall be responsible for all construction and equipment replacement activity at Transferor's expense. This includes, but is not limited to, all cable, transformers, trenching and/or excavation, backfilling, compaction, and surface repair, including furnishing any imported backfill material required, and furnishing and installing all distribution and feeder conduit, substructures, meter panels, and meters required for Project, all in accordance with Utility's specifications. Utility shall have the sole discretion of determining if construction and equipment replacement is necessary to comply with Public Utilities Code Section 2794. New Facilities subject to this paragraph are set out in Appendices I and II.

3.2 The requirements and estimated cost of all new Facilities are set out in Appendices I and II. Transferor may elect to have Utility perform this work or may have a qualified third party perform the work.

3.3 If Transferor elects to have the work performed by a qualified third party and the transfer is unable to be completed within one (1) year from the date Transferor accepts the Proposal, or, regardless of who is performing the work, if the transfer is unable to be completed within that time period, Utility shall have the right to adjust its cost estimate, if necessary, (Appendix II) and its statement of new Facilities required (Appendices I and II).

4. GENERAL ACCESS

Transferor hereby grants to Utility, its successor and assigns, the right of ingress to and egress from Transferor's premises at all reasonable hours for any purpose reasonably connected with the operation and maintenance of the System.

5. RIGHTS-OF-WAY

Where new formal rights-of-way, easements, land leases, or permits are required by Utility for the System on or over Transferor's property, or the property of others, Transferor understands and agrees that Utility shall not be obligated to accept ownership of the System unless and until any

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necessary permanent rights-of-way, easements, land leases, and permits satisfactory to Utility, are granted to or obtained for Utility without cost to or condemnation by Utility.

6. OWNERSHIP OF SYSTEM

Upon completion of construction work and installation of any new Facilities, if any, receipt of inspection approval from Utility and authorities having jurisdiction for the inspections, and completion of all financial transactions between Utility and Transferor, Utility shall own, operate, and maintain the System. At such time, title to the System and each and every component part thereof shall immediately pass from Transferor to Utility free and clear of all liens and encumbrances.

7. TRANSFERS, ADVANCES, AND ALLOWANCES

7.1 VALUE OF SYSTEM. Utility, in its sole judgment, shall determine the value of the System, including usable Facilities, and Transferor shall contribute such value to Utility, subject to refund. The value of the System is described in Appendix II.

7.2. INCOME TAX COMPONENT CONTRIBUTION (ITCC). All contributions and advances by Transferor are taxable and shall include ITCC at the rate provided in the Preliminary Statement of Utility's California Public Utilities Commission-approved tariff schedules. (The ITCC would be refundable if so ruled by the IRS.)

7.3 ALLOWANCES. Allowances or credits may be granted based on net incremental increases in revenue associated with transfer of ownership of System.

8. CONTRIBUTION ADJUSTMENTS

Transfers, advances, and associated ITCC for new extensions served directly from the System may be subject to refund to Transferor, without interest, based upon principles set forth in Utility's Line Extension Rules.

9. EXCESS FACILITIES

If the loads provided by Transferor result in Utility installing Facilities which are in excess of those needed to serve actual loads, and Utility elects to reduce such excess Facilities, Transferor shall pay to Utility its estimated total cost to remove, abandon, or replace its excess Facilities, less the estimated salvage value of any removed Facilities.

10. WARRANTY

During the pendency of Transferor's transfer request, Transferor shall be responsible for the continued maintenance to preserve the integrity of the System and safe and reliable operation of the System in accordance with applicable laws.

During the pendency of Transferor's transfer request, the Transferor shall be liable for injury and damage resulting from operation of the System. After transfer, Utility shall assume responsibility for operation of the System and provision of service to residents of the park or community and shall assume liability for any future injury or damage resulting from operation of the System except with respect to defects known to Transferor and not disclosed to Utility during the transfer of ownership process.

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Transferor warrants that all work and/or equipment furnished or installed by Transferor or its contractor shall be free of defects in workmanship and material. The warranty period shall begin from the date of final acceptance by Utility and extend for one (1) year. Should the work develop defects during that period, Utility, at its election, shall either (a) repair or replace the defective work and/or equipment, or (b) demand that Transferor repair or replace the defective work and/or equipment and, in either event, Transferor shall be liable for all costs associated with such repair and/or replacement. Transferor, upon demand by Utility, shall promptly correct, to the Utility's satisfaction and that of any governmental agency having jurisdiction, any breach of any warranty.

11. HAZARDOUS SUBSTANCES

- 11.1 Transferor shall indemnify and hold Utility and its present and future direct and indirect parent company, affiliates, subsidiaries and their respective directors, shareholders, officers, agents, employees, assigns and successors in interest harmless from and against any and all loss and liability (including without limitation attorney's and expert consultant's fees) to the extent caused by: (a) the violation of or compliance with any Environmental Law; (b) pre-existing conditions at the Project; (c) the release or spill of any pre-existing Hazardous Materials or waste, except when due to the sole negligence of Utility; or (d) the management and disposal of any soils or groundwater contaminated with pre-existing Hazardous Materials removed from the ground as a result of the work performed for the transfer of the System, including, but not limited to, liability for 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 of regulation, attorney's fees, disbursements, and other response costs. Transferor agrees to accept full responsibility for and bear all costs associated with pre-existing environmental liability, including management and disposal of asbestos pipe wrap and contaminated soils or groundwater. Transferor agrees that Utility may stop work, terminate the work in accordance with paragraph 3 above, redesign the new Facilities for installation in a different location, or take other action reasonably necessary to complete the work without incurring any pre-existing environmental liability.
- 11.2 Utility shall indemnify and hold Transferor and its directors, shareholders, officers, agents, employees, assigns, and successors in interest harmless from and against any and all loss and liability (including attorney's and expert consultant's fees) to the extent caused by: (a) the violation of or noncompliance with any Environmental Law as a result of conditions created by Utility at the System location; (b) the release or spill by Utility or its agents of any non-pre-existing Hazardous Materials or waste; or (c) the management and disposal of any soils or groundwater contaminated with non-pre-existing Hazardous Materials removed from the ground as a result of the work performed by Utility or its agents including, but not limited to, liability for 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.
- 11.3 The term "Hazardous Material" means any chemical, substance, material, controlled substance, object, condition, solid or hazardous waste or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, toxicity, or other harmful properties or effects.

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Hazardous Materials include, without limitation, oil or petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions, and solid or hazardous waste or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any federal, state or local Environmental Law (as that term is defined below).

- 11.4 The term “Environmental Law” means any federal, state, regional or local law, regulation, decision of the courts, ordinance, rule, code, order, directive, guideline, permit or permit condition currently existing or as amended, enacted, issued or adopted in the future which relates in any way to worker or workplace safety, environmental conditions, environmental quality or policy, health and/or safety issues or concerns (including product safety). Environmental Laws include, without limiting the generality of the foregoing, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC, Section 9601 et seq.), the Resource Conservation and Recovery Act (42 USC, Section 6901 et seq.), the Carpenter-Presley-Tanner Hazardous Material Account Act (California Health & Safety Code, Section 25300 et seq.), the California Hazardous Waste Control Law (California Health & Safety Code, Section 25100 et seq.), the Federal Water Pollution Control Act, as amended (33

USC 1251 et seq.), Porter-Cologne Water Pollution Control Act, as amended (California Water Code Section 1300 et seq.), the Occupational Safety and Health Act (29 USC Section 651 et seq.), the California Occupational Safety and Health Act (California Labor Code Section 6300 et seq.), and any regulations or rules promulgated thereunder.

12. PERMITS AND LICENSES

To the best of Transferor’s knowledge, all permits and licenses required for the installation and operation of the System are in full force and effect.

13. AD VALOREM TAXES

Except as disclosed by Transferor, all taxes or other assessments on or concerning the System for the current tax year and earlier have been paid in full and there are no penalties or delinquency charges owing. The current ad valorem taxes for the tax year in which the System is conveyed shall be prorated as of the date of conveyance. Transferor shall pay to Utility on demand such part thereof as is attributable to the portion of the tax year prior to conveyance of the System.

14. THIRD PARTY CONSENTS

All requisite third party consents to sell, assign, and transfer the System and rights-of-way have been secured.

15. CONDITION OF SYSTEM

To the best of Transferor’s knowledge, the System is in reasonably good operating condition, is capable of providing the end users a safe and reliable source of electric service, complies with the California Public Utilities Commission’s General Orders, is compatible and, in the case of new construction, meets the Utility’s design and construction standards insofar as they are related to

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safety and reliability. If Transferor elects to have Facilities installed by a qualified third party, Transferor warrants and agrees that Transferor has obtained or will obtain a one (1) year warranty on installation and parts from the contractor and/or supplier of materials, if applicable, which has been or will be assigned to Utility.

16. LITIGATION, PROCEEDINGS, AND CLAIMS

There are no investigations, charges, proceedings, actions, suits, proceedings pending, or overtly threatened, involving tax, third party installation, operation or maintenance costs, environmental or land use matters, before any court or governmental agency, or any other public forum, that could affect, encumber, or burden the System or the ability of Utility to operate the System, or could result in impairment to or loss of Utility's title to the System.

17. GOVERNMENTAL COMPLIANCE

The System has been operated by or on behalf of Transferor in full compliance with all applicable laws, rules and regulations, including ordinances and codes, of all city, county, state, and federal governments, and including, but not limited to, laws, rules, and regulations relating to environmental matters, and further including all rulings and orders of the California Public Utilities Commission; and no notice from any governmental body has been served upon Transferor or its agents or upon the System, claiming violation of any law, ordinance, code, rule, or regulation calling attention to the need for any work, repairs, constructions, alterations, or installation on or in connection in any way with the operation of the System with which Transferor has not complied.

18. ASSIGNMENT OF AGREEMENT

Transferor may assign this Agreement, in whole or in part, only if Utility consents in writing and the party to whom the Agreement is assigned agrees in writing, to perform the obligations of Transferor thereunder. Consent will not be unreasonably withheld. Assignment of the Agreement shall not release Transferor from any of the obligations under this Agreement unless otherwise provided therein.

Utility may assign this Agreement, in whole or in part, only if Transferor consents in writing and the party to whom the Agreement is assigned agrees in writing, to perform the obligations of the Utility thereunder. Consent will not be unreasonably withheld. Assignment of the Agreement shall not release Utility from any of the obligations under this Agreement unless otherwise provided therein.

19. AGREEMENT TERMINATION

Transferor has the right to terminate this Proposal and the Agreement at any time before the transfer is complete upon notice to Utility, as provided in Public Utilities Code Section 2799. Within 60 days of receipt of Utility's itemized invoice, Transferor shall reimburse Utility for its expenses covering any engineering, surveying, right-of-way acquisition, and other associated work incurred by Utility. If such expenses are greater or less than any contribution or advance made to Utility by Transferor, Transferor shall pay to Utility or Utility shall refund the balance to Transferor, without interest, as the case may be.

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20. INDEMNIFICATION

Transferor shall, at its own cost, defend, indemnify, and hold harmless Utility, its present and future direct and indirect parent company, affiliates, subsidiaries, and their respective directors, shareholders, officers, agents, employees, assigns, and successors in interest from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damages to any property caused by Transferor or its contractor and employees, officers or agents of either Transferor or its contractor, or any of them, and arising out of the performance or nonperformance of their obligations under this Agreement.

21. JOINT AND SEVERAL LIABILITY

Where two or more individuals or entities are joint Transferors under this Agreement, all Transferors shall be jointly and severally liable to comply with all terms and conditions herein.

22. NOTICES

Any notice either Transferor or Utility may wish to provide the other regarding this Agreement must be in writing. Such notice must be either hand-delivered, sent by U.S. registered or certified mail, postage prepaid, sent by U.S. mail, postage prepaid, or sent by telecopy and telephonically confirmed the same day, to the person designated to receive notice for the other party below, or to such other address as either may designate by written notice. Notices delivered by hand shall be deemed effective when delivered, and notices sent by telecopy shall be deemed effective on the day sent (if confirmed as provided below). Notices delivered by registered or certified mail shall be deemed effective when received, as acknowledged by the receipt of the certified or registered mailing. Notices delivered by U.S. mail shall be deemed effective three (3) business days after mailing.

TRANSFEROR:

UTILITY:

(entity)

(entity)

(name)

(name)

(title)

(title)

(address)

(address)

(city, state, ZIP code)

(city, state, ZIP code)

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23. ADDITIONAL TERMS AND CONDITIONS

Appendix III to this Agreement, if applicable, includes additional terms and conditions associated with Utility acceptance of the transfer of ownership of the System.

24. COMMISSION JURISDICTION

This Agreement is subject to the applicable provisions of Utility's tariffs, filed and authorized by the California Public Utilities Commission. This Agreement shall at all times be subject to such changes or modifications as said Commission may, from time to time, direct in the exercise of its jurisdiction.

25. INCORPORATION BY REFERENCE

All Appendices or other attachments are incorporated by reference. The terms of this Proposal and Agreement are subject to the terms of Section 2791 et seq. of the Public Utilities Code.

26. SURVIVAL

All representations and warranties made by Transferor are ratified and affirmed as of the Transfer Date. Where the context permits, the terms and conditions of this Proposal and Agreement shall survive termination.

27. SIGNATURE CLAUSE

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

Utility has issued this Proposal as of the date first written above. Transferor may accept it by and returning the Proposal and Agreement to Utility no later than _____ .
This Agreement shall be binding when signed by Transferor and Utility.

UTILITY: Liberty Utilities (CalPeco Electric) LLC

Signature: _____

Name of Authorized Individual: _____

Title: _____

Mailing Address: _____

Telephone: _____

FAX: _____

STANDARD FORM
Proposal to Purchase and Agreement for Transfer of Ownership of Distribution Systems
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TRANSFEROR(S) ACCEPTS UTILITY'S PROPOSAL AS SET FORTH HEREIN AND:

- Elects to have Utility perform the work specified in the Appendices at Transferor's expense. Transferor agrees to advance the costs to Utility pursuant to its standard collectible work agreement, and in accordance with the terms and provisions of that agreement and this Proposal and Agreement. Transferor understands and agrees that the cost estimate given may go up or down, and that Transferor will be responsible for any additional costs or will receive a refund, as applicable.

- Elects to have the work specified in the Appendices performed by a third party at Transferor's expense. Transferor is still responsible for the payment of Utility's inspection expenses and will advance or pay them pursuant to invoices from Utility.

- Transferor(s) is/are a:
- corporation
 - general partnership
 - limited partnership
 - limited liability company
 - sole proprietor

TRANSFEROR:

(Name of Entity)

(Name of Transferor or D.B.A.)

Signature:

Name of Authorized Individual:

Title:

Mailing Address:

Telephone:

FAX:

STANDARD FORM
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ADDITIONAL SIGNATURES FOR JOINT TRANSFERORS:

Signature: _____
Name of Authorized Individual: _____
Title: _____
Mailing Address: _____

Telephone: _____

Signature: _____
Name of Authorized Individual: _____
Title: _____
Mailing Address: _____

Telephone: _____

UTILITY ACCEPTS THE SYSTEM THIS _____ DAY OF _____ , _____

UTILITY: Liberty Utilities (CalPeco Electric) LLC
(Name of Utility)

Signature: _____
Name of Authorized Individual: _____
Title: _____

DATE EXECUTED: _____

STANDARD FORM
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FOR UTILITY USE ONLY:	
Date ownership of system is transferred to Utility:	
Work Order Number	
Associated Work	

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APPENDIX I
DESCRIPTION OF SYSTEM

STANDARD FORM
Proposal to Purchase and Agreement for Transfer of Ownership of Distribution Systems
Form No. 98-3290

APPENDIX II
COST ARRANGEMENTS

STANDARD FORM
Proposal to Purchase and Agreement for Transfer of Ownership of Distribution Systems
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APPENDIX III
ADDITIONAL TERMS AND CONDITIONS

~~Proposal to Purchase and Agreement for
Transfer of Ownership of Distribution Systems~~

~~Form 98-3290~~

~~(See Attached Form)~~



**PROPOSAL TO PURCHASE AND AGREEMENT FOR
TRANSFER OF OWNERSHIP OF DISTRIBUTION SYSTEMS**

This Proposal to Purchase (“Proposal”) and Agreement for Transfer of Ownership of Distribution Systems (“Agreement”) is entered into this _____ day of _____, _____, by and between Liberty Utilities (CalPeco Electric) LLC (“**Liberty Utilities**” or “Utility”) and (Name of Park or Community Owner) (“Transferor”).

WHEREAS, Transferor has requested and Utility is offering this proposal pursuant to Chapter 6.5 of Part 2 of Division 1 of the Public Utilities Code, “Transfer of Facilities in Master-Metered Mobilehome Parks and Manufactured Housing Communities to Electric Corporation Ownership,” beginning with Section 2791, and Section 2793(a)(3) and (4) in particular, for the transfer of ownership to Utility of Transferor’s electric distribution system described in Appendix I upon the cost arrangements set forth in Appendix II, upon the terms and conditions set forth herein and upon the additional terms and conditions set forth in Appendix III;

WHEREAS, the facilities which make up Transferor’s distribution system include, but are not limited to, poles, conductors, transformers, conduits, meters, and other associated materials. Refer to Appendix I for a more detailed description of the Facilities and a description of any additional Facilities which Transferor may be required to install. The Facilities and any additional Facilities installed under this Agreement are referred to collectively as the “System.”

WHEREAS, Transferor desires to transfer ownership of the System to Utility, and Utility is willing to accept the transfer of ownership of the System subject to the terms and conditions set forth in this Agreement.

WHEREAS, this Proposal may be accepted by Transferor at any time within ninety (90) days from the date of its receipt by signing and returning it to Utility, along with any required contribution or advance. The Proposal and Agreement may be terminated at any time by Transferor as provided by Public Utilities Code Section 2799(a) upon written notice to Utility;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, Transferor and Utility agree as follows:

1. DESCRIPTION OF SYSTEM

Transferor desires to transfer ownership of the System located on the property more particularly described as follows:

Address:

Legal Description:

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(Hereinafter referred to as "Project")

2. LIENS AND ENCUMBRANCES

Transferor represents that Transferor is the sole owner of the System and that no part of the System is subject to any lien or encumbrance of any nature whatsoever including, without limitation, any governmental imposition(s) such as taxes or assessments.

3. RESPONSIBILITIES FOR EQUIPMENT INSTALLATION AND TRANSFER

3.1 Transferor shall be responsible for all construction and equipment replacement activity at Transferor's expense. This includes, but is not limited to, all cable, transformers, trenching and/or excavation, backfilling, compaction, and surface repair, including furnishing any imported backfill material required, and furnishing and installing all distribution and feeder conduit, substructures, meter panels, and meters required for Project, all in accordance with Utility's specifications. Utility shall have the sole discretion of determining if construction and equipment replacement is necessary to comply with Public Utilities Code Section 2794. New Facilities subject to this paragraph are set out in Appendices I and II.

3.2 The requirements and estimated cost of all new Facilities are set out in Appendices I and II. Transferor may elect to have Utility perform this work or may have a qualified third party perform the work.

3.3 If Transferor elects to have the work performed by a qualified third party and the transfer is unable to be completed within one (1) year from the date Transferor accepts the Proposal, or, regardless of who is performing the work, if the transfer is unable to be completed within that time period, Utility shall have the right to adjust its cost estimate, if necessary, (Appendix II) and its statement of new Facilities required (Appendices I and II).

4. GENERAL ACCESS

Transferor hereby grants to Utility, its successor and assigns, the right of ingress to and egress from Transferor's premises at all reasonable hours for any purpose reasonably connected with the operation and maintenance of the System.

5. RIGHTS-OF-WAY

Where new formal rights-of-way, easements, land leases, or permits are required by Utility for the System on or over Transferor's property, or the property of others, Transferor understands and agrees that Utility shall not be obligated to accept ownership of the System unless and until any

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necessary permanent rights-of-way, easements, land leases, and permits satisfactory to Utility, are granted to or obtained for Utility without cost to or condemnation by Utility.

6. OWNERSHIP OF SYSTEM

Upon completion of construction work and installation of any new Facilities, if any, receipt of inspection approval from Utility and authorities having jurisdiction for the inspections, and completion of all financial transactions between Utility and Transferor, Utility shall own, operate, and maintain the System. At such time, title to the System and each and every component part thereof shall immediately pass from Transferor to Utility free and clear of all liens and encumbrances.

7. TRANSFERS, ADVANCES, AND ALLOWANCES

7.1 VALUE OF SYSTEM. Utility, in its sole judgment, shall determine the value of the System, including usable Facilities, and Transferor shall contribute such value to Utility, subject to refund. The value of the System is described in Appendix II.

7.2. INCOME TAX COMPONENT CONTRIBUTION (ITCC). All contributions and advances by Transferor are taxable and shall include ITCC at the rate provided in the Preliminary Statement of Utility's California Public Utilities Commission-approved tariff schedules. (The ITCC would be refundable if so ruled by the IRS.)

7.3 ALLOWANCES. Allowances or credits may be granted based on net incremental increases in revenue associated with transfer of ownership of System.

8. CONTRIBUTION ADJUSTMENTS

Transfers, advances, and associated ITCC for new extensions served directly from the System may be subject to refund to Transferor, without interest, based upon principles set forth in Utility's Line Extension Rules.

9. EXCESS FACILITIES

If the loads provided by Transferor result in Utility installing Facilities which are in excess of those needed to serve actual loads, and Utility elects to reduce such excess Facilities, Transferor shall pay to Utility its estimated total cost to remove, abandon, or replace its excess Facilities, less the estimated salvage value of any removed Facilities.

10. WARRANTY

During the pendency of Transferor's transfer request, Transferor shall be responsible for the continued maintenance to preserve the integrity of the System and safe and reliable operation of the System in accordance with applicable laws.

During the pendency of Transferor's transfer request, the Transferor shall be liable for injury and damage resulting from operation of the System. After transfer, Utility shall assume responsibility for operation of the System and provision of service to residents of the park or community and shall assume liability for any future injury or damage resulting from operation of the System except with

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respect to defects known to Transferor and not disclosed to Utility during the transfer of ownership process.

Transferor warrants that all work and/or equipment furnished or installed by Transferor or its contractor shall be free of defects in workmanship and material. The warranty period shall begin from the date of final acceptance by Utility and extend for one (1) year. Should the work develop defects during that period, Utility, at its election, shall either (a) repair or replace the defective work and/or equipment, or (b) demand that Transferor repair or replace the defective work and/or equipment and, in either event, Transferor shall be liable for all costs associated with such repair and/or replacement. Transferor, upon demand by Utility, shall promptly correct, to the Utility's satisfaction and that of any governmental agency having jurisdiction, any breach of any warranty.

11. HAZARDOUS SUBSTANCES

11.1 Transferor shall indemnify and hold Utility and its present and future direct and indirect parent company, affiliates, subsidiaries and their respective directors, shareholders, officers, agents, employees, assigns and successors in interest harmless from and against any and all loss and liability (including without limitation attorney's and expert consultant's fees) to the extent caused by: (a) the violation of or compliance with any Environmental Law; (b) pre-existing conditions at the Project; (c) the release or spill of any pre-existing Hazardous Materials or waste, except when due to the sole negligence of Utility; or (d) the management and disposal of any soils or groundwater contaminated with pre-existing Hazardous Materials removed from the ground as a result of the work performed for the transfer of the System, including, but not limited to, liability for 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 of regulation, attorney's fees, disbursements, and other response costs. Transferor agrees to accept full responsibility for and bear all costs associated with pre-existing environmental liability, including management and disposal of asbestos pipe wrap and contaminated soils or groundwater. Transferor agrees that Utility may stop work, terminate the work in accordance with paragraph 3 above, redesign the new Facilities for installation in a different location, or take other action reasonably necessary to complete the work without incurring any pre-existing environmental liability.

11.2 Utility shall indemnify and hold Transferor and its directors, shareholders, officers, agents, employees, assigns, and successors in interest harmless from and against any and all loss and liability (including attorney's and expert consultant's fees) to the extent caused by: (a) the violation of or noncompliance with any Environmental Law as a result of conditions created by Utility at the System location; (b) the release or spill by Utility or its agents of any non-pre-existing Hazardous Materials or waste; or (c) the management and disposal of any soils or groundwater contaminated with non-pre-existing Hazardous Materials removed from the ground as a result of the work performed by Utility or its agents including, but not limited to, liability for 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.

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11.3 The term “Hazardous Material” means any chemical, substance, material, controlled substance, object, condition, solid or hazardous waste or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, toxicity, or other harmful properties or effects. Hazardous Materials include, without limitation, oil or petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions, and solid or hazardous waste or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any federal, state or local Environmental Law (as that term is defined below).

11.4 The term “Environmental Law” means any federal, state, regional or local law, regulation, decision of the courts, ordinance, rule, code, order, directive, guideline, permit or permit condition currently existing or as amended, enacted, issued or adopted in the future which relates in any way to worker or workplace safety, environmental conditions, environmental quality or policy, health and/or safety issues or concerns (including product safety). Environmental Laws include, without limiting the generality of the foregoing, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC, Section 9601 et seq.), the Resource Conservation and Recovery Act (42 USC, Section 6901 et seq.), the Carpenter-Presley-Tanner Hazardous Material Account Act (California Health & Safety Code, Section 25300 et seq.), the California Hazardous Waste Control Law (California Health & Safety Code, Section 25100 et seq.), the Federal Water Pollution Control Act, as amended (33

USC 1251 et seq.), Porter-Cologne Water Pollution Control Act, as amended (California Water Code Section 1300 et seq.), the Occupational Safety and Health Act (29 USC Section 651 et seq.), the California Occupational Safety and Health Act (California Labor Code Section 6300 et seq.), and any regulations or rules promulgated thereunder.

12. PERMITS AND LICENSES

To the best of Transferor’s knowledge, all permits and licenses required for the installation and operation of the System are in full force and effect.

13. AD VALOREM TAXES

Except as disclosed by Transferor, all taxes or other assessments on or concerning the System for the current tax year and earlier have been paid in full and there are no penalties or delinquency charges owing. The current ad valorem taxes for the tax year in which the System is conveyed shall be prorated as of the date of conveyance. Transferor shall pay to Utility on demand such part thereof as is attributable to the portion of the tax year prior to conveyance of the System.

14. THIRD PARTY CONSENTS

All requisite third party consents to sell, assign, and transfer the System and rights-of-way have been secured.

15. CONDITION OF SYSTEM

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To the best of Transferor's knowledge, the System is in reasonably good operating condition, is capable of providing the end users a safe and reliable source of electric service, complies with the California Public Utilities Commission's General Orders, is compatible and, in the case of new construction, meets the Utility's design and construction standards insofar as they are related to safety and reliability. If Transferor elects to have Facilities installed by a qualified third party, Transferor warrants and agrees that Transferor has obtained or will obtain a one (1) year warranty on installation and parts from the contractor and/or supplier of materials, if applicable, which has been or will be assigned to Utility.

16. LITIGATION, PROCEEDINGS, AND CLAIMS

There are no investigations, charges, proceedings, actions, suits, proceedings pending, or overtly threatened, involving tax, third party installation, operation or maintenance costs, environmental or land use matters, before any court or governmental agency, or any other public forum, that could affect, encumber, or burden the System or the ability of Utility to operate the System, or could result in impairment to or loss of Utility's title to the System.

17. GOVERNMENTAL COMPLIANCE

The System has been operated by or on behalf of Transferor in full compliance with all applicable laws, rules and regulations, including ordinances and codes, of all city, county, state, and federal governments, and including, but not limited to, laws, rules, and regulations relating to environmental matters, and further including all rulings and orders of the California Public Utilities Commission; and no notice from any governmental body has been served upon Transferor or its agents or upon the System, claiming violation of any law, ordinance, code, rule, or regulation calling attention to the need for any work, repairs, constructions, alterations, or installation on or in connection in any way with the operation of the System with which Transferor has not complied.

18. ASSIGNMENT OF AGREEMENT

Transferor may assign this Agreement, in whole or in part, only if Utility consents in writing and the party to whom the Agreement is assigned agrees in writing, to perform the obligations of Transferor thereunder. Consent will not be unreasonably withheld. Assignment of the Agreement shall not release Transferor from any of the obligations under this Agreement unless otherwise provided therein.

Utility may assign this Agreement, in whole or in part, only if Transferor consents in writing and the party to whom the Agreement is assigned agrees in writing, to perform the obligations of the Utility thereunder. Consent will not be unreasonably withheld. Assignment of the Agreement shall not release Utility from any of the obligations under this Agreement unless otherwise provided therein.

19. AGREEMENT TERMINATION

Transferor has the right to terminate this Proposal and the Agreement at any time before the transfer is complete upon notice to Utility, as provided in Public Utilities Code Section 2799. Within 60 days of receipt of Utility's itemized invoice, Transferor shall reimburse Utility for its expenses covering any engineering, surveying, right-of-way acquisition, and other associated work incurred by Utility. If such expenses are greater or less than any contribution or advance

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made to Utility by Transferor, Transferor shall pay to Utility or Utility shall refund the balance to Transferor, without interest, as the case may be.

20. INDEMNIFICATION

Transferor shall, at its own cost, defend, indemnify, and hold harmless Utility, its present and future direct and indirect parent company, affiliates, subsidiaries, and their respective directors, shareholders, officers, agents, employees, assigns, and successors in interest from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damages to any property caused by Transferor or its contractor and employees, officers or agents of either Transferor or its contractor, or any of them, and arising out of the performance or nonperformance of their obligations under this Agreement.

21. JOINT AND SEVERAL LIABILITY

Where two or more individuals or entities are joint Transferors under this Agreement, all Transferors shall be jointly and severally liable to comply with all terms and conditions herein.

22. NOTICES

Any notice either Transferor or Utility may wish to provide the other regarding this Agreement must be in writing. Such notice must be either hand-delivered, sent by U.S. registered or certified mail, postage prepaid, sent by U.S. mail, postage prepaid, or sent by telecopy and telephonically confirmed the same day, to the person designated to receive notice for the other party below, or to such other address as either may designate by written notice. Notices delivered by hand shall be deemed effective when delivered, and notices sent by telecopy shall be deemed effective on the day sent (if confirmed as provided below). Notices delivered by registered or certified mail shall be deemed effective when received, as acknowledged by the receipt of the certified or registered mailing. Notices delivered by U.S. mail shall be deemed effective three (3) business days after mailing.

TRANSFEROR:

UTILITY:

(entity)

(entity)

(name)

(name)

(title)

(title)

(address)

(address)

(city, state, ZIP code)

(city, state, ZIP code)

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23. ADDITIONAL TERMS AND CONDITIONS

Appendix III to this Agreement, if applicable, includes additional terms and conditions associated with Utility acceptance of the transfer of ownership of the System.

24. COMMISSION JURISDICTION

This Agreement is subject to the applicable provisions of Utility's tariffs, filed and authorized by the California Public Utilities Commission. This Agreement shall at all times be subject to such changes or modifications as said Commission may, from time to time, direct in the exercise of its jurisdiction.

25. INCORPORATION BY REFERENCE

All Appendices or other attachments are incorporated by reference. The terms of this Proposal and Agreement are subject to the terms of Section 2791 et seq. of the Public Utilities Code.

26. SURVIVAL

All representations and warranties made by Transferor are ratified and affirmed as of the Transfer Date. Where the context permits, the terms and conditions of this Proposal and Agreement shall survive termination.

27. SIGNATURE CLAUSE

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

Utility has issued this Proposal as of the date first written above. Transferor may accept it by and returning the Proposal and Agreement to Utility no later than _____ .
This Agreement shall be binding when signed by Transferor and Utility.

UTILITY: Liberty Utilities (CalPeco Electric) LLC

Signature: _____

Name of Authorized Individual: _____

Title: _____

Mailing Address: _____

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Telephone:

FAX:

TRANSFEROR(S) ACCEPTS UTILITY'S PROPOSAL AS SET FORTH HEREIN AND:

- Elects to have Utility perform the work specified in the Appendices at Transferor's expense. Transferor agrees to advance the costs to Utility pursuant to its standard collectible work agreement, and in accordance with the terms and provisions of that agreement and this Proposal and Agreement. Transferor understands and agrees that the cost estimate given may go up or down, and that Transferor will be responsible for any additional costs or will receive a refund, as applicable.

- Elects to have the work specified in the Appendices performed by a third party at Transferor's expense. Transferor is still responsible for the payment of Utility's inspection expenses and will advance or pay them pursuant to invoices from Utility.

Transferor(s) is/are a:

- corporation
- general partnership
- limited partnership
- limited liability company
- sole proprietor

TRANSFEROR:

(Name of Entity)

(Name of Transferor or D.B.A.)

Signature:

Name of Authorized Individual:

Title:

Mailing Address:

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Telephone:

FAX:

ADDITIONAL SIGNATURES FOR JOINT TRANSFERORS:

Signature:

Name of Authorized Individual:

Title:

Mailing Address:

Telephone:

Signature:

Name of Authorized Individual:

Title:

Mailing Address:

Telephone:

UTILITY ACCEPTS THE SYSTEM THIS _____ DAY OF _____ , _____

UTILITY:

Liberty Utilities (CalPeco
Electric) LLC

(Name of Utility)

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Signature:

Name of Authorized Individual:

Title:

DATE EXECUTED:

FOR UTILITY USE ONLY:

Date ownership of system is transferred to Utility:

--

Work Order Number

--

Associated Work

--

APPENDIX I
DESCRIPTION OF SYSTEM

APPENDIX II
COST ARRANGEMENTS

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APPENDIX III
ADDITIONAL TERMS AND CONDITIONS



Affidavit in Support of Customer Claim as Qualifying as a Microbusiness Under Government Code Section 14837

Customer Declaration:

I, _____, state as follows;

- 1. I am authorized to make this declaration as the Customer ("Customer) or as an authorized representative of the Customer _____ and;
2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
3. Customer warrants it qualifies as a "small business" or "microbusiness" as defined under California Government Code Section 14837.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20 ____ at _____, _____ (City, State).

Signature: _____
Customer of Authorized Representative of the Customer

Title: _____

II. Required Customer Information (Please type or Print):

Name on Account: _____
Service Address: _____
City, State, Zip: _____

III. Liberty Utilities Reply Information:

Please return the completed affidavit by United States Postal Service to:

Liberty Utilities (CalPeco Electric) LLC
Attention: Billing
933 Eloise Ave.,
South Lake Tahoe, CA 96150

See North American Industry Classification System Website:
http://www.census.gov/cgi-bin/sssd/naics/naicsrch?code=31&search=2007



Customer Declaration:

I, _____, state as follows;

1. I am authorized to make this declaration as the Customer ("Customer) or as an authorized representative of the Customer _____ and;
2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
3. Customer warrants it qualifies as a "small business" or "microbusiness" as defined under California Government Code Section 14837. A "small business" is defined as "an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees." A "microbusiness" is defined as "a small business which, together with affiliates, has average annual gross receipts of two million five hundred thousand dollars (\$2,500,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 25 or fewer employees," Subdivision (c), provides that a "manufacturer" is defined as a business that meets both of the following requirements: (1) it is primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products, and (2) it is clarified between Codes 31 to 33, inclusive, of the North American Industry Classification System.¹

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20 ____ at _____, _____ (City, State).

Signature: _____
Customer of Authorized Representative of the Customer

Title: _____

II. Required Customer Information (Please type or Print):

Name on Account: _____
Service Address: _____
City, State, Zip: _____

III. Liberty Utilities Reply Information:

Please return the completed affidavit by United States Postal Service to:

Liberty Utilities (CalPeco Electric) LLC
Attention: Billing
933 Eloise Ave.,
South Lake Tahoe, CA 96150

¹ See North American Industry Classification System Website:
<http://www.census.gov/cgi-bin/sssd/naics/naicsrch?code=31&search=2007>



Net Energy Metering Application

This application applies for the connection of renewable energy systems located on a customer's premises that will be connected to Liberty Utilities (CalPeco Electric) LLC ("Liberty Utilities")'s electric system through the customer's electrical service panel and meter. The renewable energy system must be 1,000 kilowatts or less in generating capacity.

Date: _____

Facility Information:

- Contact Person: _____
- Company Name: _____
- Address: _____ City: _____ Zip: _____
- Phone Number: _____
- Email Address: _____
- Account Number from Bill: _____

Applicant Information:

- Contact Person: _____
- Company Name: _____
- Address: _____ City: _____ Zip: _____
- Phone Number: _____
- Email Address: _____

Contractor/Installer Information:

- Contact Person: _____
- Company Name: _____
- Address: _____ City: _____ Zip: _____
- Phone Number: _____
- Email Address: _____

_____ Yes _____ No This contractor contact person is to be used as Liberty Utilities' contact and is authorized by Customer to receive confidential Customer information and act on behalf of Customer with respect to this agreement as the contact.

Description of Service

- _____ This is a new generating facility at a location currently served by Liberty Utilities
- _____ This is a change to a generating facility at a location currently served by Liberty Utilities
- _____ This is a new generating facility at a new service location
(A new service application will also be required)
- _____ This is a new generating facility in a new subdivision
(Developer _____)

Description of Generating Facility

Inverters

No. ****	Inverter Manufacturer	Inverter Model Number	Inverter Rating (kW)	Quantity of Inverters	Inverter output voltage	Single or Three phase

Photovoltaic

No.	PV Panel Manufacturer	PV Panel Model	PV Panel Rating (kW)	Quantity of PV Panel	Total Capacity (kW)	Inverter Number from above ****

Wind

No.	Wind Turbine Manufacturer	Wind Turbine Model	Wind Turbine Rating (kW)	Quantity of Wind Turbines	Total Capacity (kW)	Inverter Number from above ****

Other

Type _____

No.	Manufacturer	Model	Rating (kW)	Quantity	Total Capacity (kW)	Inverter Number from above ****

Disconnect Switch

Disconnect Switch Manufacturer	Disconnect Switch Manufacturer	Disconnect Switch Rating (amps)

Are there possible meter access issues

- _____ Dog at residence
- _____ Locked gate
- _____ Meter Located inside facility/residence
- _____ Other (Please explain) _____

Customer Name (Please print): _____

Customer Signature: _____ **Date:** _____

Title: _____

Send completed application to:

Liberty Utilities (CalPeco Electric) LLC
Net Metering Administrator
933 Eloise Ave
South Lake Tahoe, CA 96150



Net Energy Metering Application

This application applies for the connection of renewable energy systems located on a customer's premises that will be connected to Liberty Utilities (CalPeco Electric) LLC ("Liberty Utilities")'s electric system through the customer's electrical service panel and meter. The renewable energy system must be 1,000 kilowatts or less in generating capacity.

Date: _____

Facility Information:

- Contact Person: _____
- Company Name: _____
- Address: _____ City: _____ Zip: _____
- Phone Number: _____
- Email Address: _____
- Account Number from Bill: _____

Applicant Information:

- Contact Person: _____
- Company Name: _____
- Address: _____ City: _____ Zip: _____
- Phone Number: _____
- Email Address: _____

Contractor/Installer Information:

- Contact Person: _____
- Company Name: _____
- Address: _____ City: _____ Zip: _____
- Phone Number: _____
- Email Address: _____

_____ Yes _____ No This contractor contact person is to be used as Liberty Utilities's contact and is authorized by Customer to receive confidential Customer information and act on behalf of Customer with respect to this agreement as the contact.

Description of Service

- _____ This is a new generating facility at a location currently served by Liberty Utilities
- _____ This is a change to a generating facility at a location currently served by Liberty Utilities
- _____ This is a new generating facility at a new service location
(A new service application will also be required)
- _____ This is a new generating facility in a new subdivision
(Developer _____)

Description of Generating Facility

Inverters

No. ****	Inverter Manufacturer	Inverter Model Number	Inverter Rating (kW)	Quantity of Inverters	Inverter output voltage	Single or Three phase

Photovoltaic

No.	PV Panel Manufacturer	PV Panel Model	PV Panel Rating (kW)	Quantity of PV Panel	Total Capacity (kW)	Inverter Number from above ****

Wind

No.	Wind Turbine Manufacturer	Wind Turbine Model	Wind Turbine Rating (kW)	Quantity of Wind Turbines	Total Capacity (kW)	Inverter Number from above ****

Other

Type _____

No.	Manufacturer	Model	Rating (kW)	Quantity	Total Capacity (kW)	Inverter Number from above ****

Disconnect Switch

Disconnect Switch Manufacturer	Disconnect Switch Manufacturer	Disconnect Switch Rating (amps)

Are there possible meter access issues

- _____ Dog at residence
- _____ Locked gate
- _____ Meter Located inside facility/residence
- _____ Other (Please explain) _____

Customer Name (Please print): _____

Customer Signature: _____ **Date:** _____

Title: _____

Send completed application to:

Liberty Utilities (CalPeco Electric) LLC
Net Metering Administrator
933 Eloise Ave
South Lake Tahoe, CA 96150

Interconnection and Net Energy Metering Agreement for Residential Customers or Small Commercial customer of a Solar, Wind or Hybrid of both Generating Facility Having a Capacity of Less Than 30kW

DECLARATIONS

This "Interconnection and Net Energy Metering Agreement for Residential Customers or Small Commercial Customers Interconnecting a Solar, Wind or Hybrid of Both Generating Facility having a capacity of less than 30 kW ("Agreement"), is entered into by and between the Customer-Generator ("CG") and Liberty Utilities (CalPeco Electric) LLC ("Liberty Utilities" or "Utility"), sometimes referred to herein jointly as "Parties" or individually as "Party," consistent with, and in order to effectuate, the provisions of Sections 2827 and 2827.7 of the California Public Utilities Code and Tariff Schedule "Net Energy Metering" ("NEM"). This Agreement applies to the CG's "Solar, Wind or Hybrid of Both Generating Facility" ("Facility") identified below with the specified characteristics, and does not allow interconnection or operation of facilities different than those described. Accordingly, the Parties agree as follows:

1. APPLICABILITY

This Agreement is applicable only to CGs who qualify as Residential Customers or Small Commercial Customers installing a Facility of less than 30 kW capacity that is located on the CG's premises and is intended to be used primarily to offset the CG's electric use at the premises.

2. IDENTITY AND LOCATION OF GC'S FACILITY

This Agreement is applicable only to a Facility at the location below. Facility may not be relocated or connected to Liberty Utilities system at any other location without Liberty Utilities express written permission.

Customer Meter Number: _____ (Assigned by Liberty Utilities)

Customer Account Number: _____ (Assigned by Liberty Utilities)

Facility Location: _____

Address: _____

City/State/Zip: _____

3. DESCRIPTION OF CG’s EQUIPMENT

A. Effective Operating Capacity: See tables

	Type of Generator (Solar/Wind)	Solar Panels and/or Wind Generator Rating (watts)	Manufacturer of Solar Panel and/or Wind Generator
	A	B	C
1			
2			

	Manufacturer of Inverter/Controller & Model Number	AC Output Rating Watts and Voltage	CEC Efficiency Rating	Effective Output (watts)
	D	E	F	G*
1				
2				

*(G) is computed as the lesser of (B) times (F) or (E) times (F)

B. Type of Visible and Lockable AC Disconnect Equipment:

To operate safely the CG’s Facility must have the capability of being disconnected from Liberty Utilities distribution system by a dedicated switch located near but not within the customer’s electrical panel, which must be accessible by Liberty Utilities.

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

C. Expected Date the Facility Will Commence Operation:

The Facility is expected to operate in parallel with Liberty Utilities electric system on _____ which shall be not be more than eighteen months from the date of this Agreement. However, CG shall not commence parallel operation with Liberty Utilities until written approval has been provided by Liberty Utilities. (CG Initials_____).

4. METERING AND BILLING

Metering requirements and billing procedures shall be governed by CG’s Otherwise Applicable Rate Schedule and the provisions of Schedule NEM. By signing this Agreement CG understands it will be billed and will be required to pay in each billing period for the monthly non-energy charges (i.e., non-per kWh charges) due under CG’s otherwise-applicable tariff rate schedule. However, CG may (at its option) pay any amount for energy charges (including distribution, transmission, etc.) each billing period, with the understanding that any and all payments will be reconciled annually as set forth herein and as provided in Schedule NEM. The CG’s charges will be totaled including: (1) the non-energy charges, and (2) the charge for any net-energy consumption as defined in Schedule NEM. The CG’s total payments for the twelve (12) months or other Relevant Period as provided in Schedule NEM, will then be subtracted from the total charges. The CG will then be billed for any balance due. If the CG elected to pay energy charges each billing period and as a result has overpaid for the energy they consumed on an annual basis, a one-time credit will be applied to the next month’s bill following the annual reconciliation.

5. DECLARATIONS, ATTACHMENTS AND AGREEMENT TO TERMS

CG has read, understands, and agrees that interconnection of the facilities of the CG shall be established and maintained in accordance with the terms in Attachment A, PROVISIONS, incorporated herein by reference.

This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

1. Attachment A, PROVISIONS

2. In addition, Liberty Utilities Electric Tariff Rules and Rates as amended from time to time, on file with the California Public Utilities Commission of the State of California (“CPUC”), including but not limited to Rules 1, 2, and 21, Schedule NEM, and CG’s otherwise-applicable tariff rate schedule.

6. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the latter of the two dates set forth below.

CUSTOMER-GENERATOR

LIBERTY UTILITIES

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CUSTOMER GENERATOR INTERCONNECTION

CUSTOMER GENERATOR NAME _____

ATTACHMENT "A"

PROVISIONS OF INTERCONNECTION AGREEMENT

(Agreement between Liberty Utilities and Customer-Generator)

1. PURPOSE OF INTERCONNECTION AND REPRESENTATIONS

The purpose of this Agreement is to allow CG to interconnect with Liberty Utilities distribution system, subject to the provisions of this Agreement and Liberty Utilities tariff Schedule NEM. CG has elected to interconnect and operate its Facility in parallel with Liberty Utilities electric grid. The Facility is intended primarily to offset part or all of the CG's own electrical requirements. CG shall at all times comply with this Agreement as well as with all applicable codes, standards, laws and tariffs, and applicable requirements of the CPUC, and as amended from time to time.

2. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES

2.1 Liberty Utilities may require CG to interrupt or reduce the output of its Facility under the following circumstances:

(a) Whenever Liberty Utilities deems it necessary in its sole judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or

(b) Whenever Liberty Utilities determines in its sole judgment, that curtailment, interruption, or reduction of CG's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

2.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time Liberty Utilities determines the continued parallel operation of the Facility may endanger the public or Liberty Utilities personnel, or affect the integrity of Liberty Utilities electric system or the quality of electric service provided to other Customers, Liberty Utilities shall have the right to require the Facility to be immediately disconnected from Liberty Utilities electric system. The Facility shall remain disconnected until such time as Liberty Utilities is satisfied, in its sole judgment that the condition(s) causing such disconnection have ended or have been corrected.

2.3 Whenever feasible, Liberty Utilities shall give CG reasonable notice of the possibility that interruption or reduction of deliveries may be required.

2.4 Electrical energy and capacity provided to CG during periods of curtailment or interruption of the output of the Facility shall be provided pursuant to the terms of the otherwise applicable tariff rate schedule(s) applicable to the electric service account to which the Facility is connected.

3. INTERCONNECTION

3.1 CG shall deliver the energy in excess of its on-site requirements to Liberty Utilities at the utility's meter.

3.2 The metering requirements are detailed in Liberty Utilities Schedule NEM and, if applicable, Rule 21.

3.3 CG shall not commence parallel operation of the Facility until receipt of the following by Liberty Utilities and written approval has been provided by Liberty Utilities:

- (a) A completed and signed Net Metering Application; and
- (b) A completed and signed Interconnection And Net Energy Metering Agreement; and
- (c) A copy of the CG's final inspection clearance from the governmental authority having jurisdiction over the Facility.

With these three documents fully complete, Liberty Utilities field inspection and approval shall not be unreasonably withheld. Such approval shall normally be provided no later than (5) business days following Liberty Utilities inspection.

3.4 Liberty Utilities shall have the right to have its representatives present at the final inspection made by the governmental authority jurisdiction to inspect and approve the installation of the Facility. CG shall notify Liberty Utilities in accordance with the terms of Section 11, herein at least five (5) days prior to such inspection.

3.5 CG authorizes Liberty Utilities to release to the California Energy Commission ("CEC") and the CPUC information regarding CG's Facility, including customer name, location, size, and operational characteristics, as requested from time to time pursuant to the CPUC's and the CEC's rules and regulations.

4. FACILITY DESIGN REQUIREMENTS

4.1 CG shall be responsible for the design, installation, and operation of the Facility.

4.2 The Facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the CPUC regarding safety and reliability. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929 and UL Standard 1741.

4.3 CG shall not add generation capacity in excess of the effective AC output rating set forth in the Section 3 of the Declaration to this Agreement, or otherwise modify the Facility without the prior written permission of Liberty Utilities.

5. MAINTENANCE AND PERMITS

5.1 CG shall:

- (a) Maintain the Facility in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 4, and
- (b) Obtain any governmental authorizations and permits required for the construction and operation of the Facility. CG shall reimburse Liberty Utilities for any and all losses, damages, claims, penalties, or liability it incurs as a result of CG's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of CG's Facility.

5.2 Liberty Utilities shall have the right to review and obtain copies of CG's operations and maintenance records, logs, or other information, pertaining to CG's Facility or its interconnection with Liberty Utilities distribution system.

6. ACCESS TO PREMISES

Liberty Utilities may enter CG's premises for the following purposes:

- (a) After giving reasonable notice to CG, to inspect CG's protective devices and read or test meter(s); and,
- (b) Without notice to disconnect the Facility and/or service to CG, whenever in Liberty Utilities sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, Liberty Utilities facilities, or property of others from damage or interference caused by the Facility, or the absence or failure of properly operating protective devices.

7. INDEMNITY AND LIABILITY

7.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with:

- (a) The engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or
- (b) The making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.

7.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.

7.3 The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

7.4 Except as otherwise provided in Section 7.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

7.5 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.

7.6 If CG fails to comply with the insurance provisions of this Agreement, CG shall, at its own cost, defend, save harmless and indemnify Liberty Utilities, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation)

resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had CG complied with the insurance provisions of Section 8. The inclusion of this Section 7.6 is not intended to create any expressed or implied right in CG to elect not to provide any such required insurance.

7.7 Notwithstanding the provisions of Section 7.1, CG shall be responsible for protecting its Facility from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of Liberty Utilities facilities and Liberty Utilities shall not be liable for any such damage so caused.

8. INSURANCE

8.1 To the extent that CG has currently in force Property insurance and CG Liability or Personal Liability insurance, CG agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Liberty Utilities shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing parallel operation.

8.2 CG shall meet the standards and rules set forth in Sections 4 and 5, have the appropriate liability insurance required in Section 8.1 and shall not be required to purchase any additional liability insurance.

8.3 Such insurance required in Section 8.1 shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to the utility prior to cancellation, termination, alteration, or material change of such insurance.

8.4 All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Liberty Utilities (CalPeco Electric) LLC
Attn: Net Metering Administrator
933 Eloise Ave.
South Lake Tahoe, CA 96150

9. GOVERNING LAW, JURISDICTION OF CPUC, INCLUSION OF LIBERTY UTILITIES RATE SCHEDULES AND RULES

9.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

9.2 This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

9.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the rate schedules and rules applicable to the electric service provided by Liberty Utilities.

9.4 Notwithstanding any other provisions of this Agreement, Liberty Utilities shall have the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

10. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT

10.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.

10.2 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in anyone or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

10.3 This Agreement shall supersede any existing agreement under which CG is currently operating the Facility identified in Section 2 of the Declaration, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.

10.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.

10.5 Neither Party shall voluntarily assign this Agreement or any of its rights or duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld. Any such assignment or delegation made without such written consent shall be null and void.

11. NOTICES

11.1 Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices shall be directed as follows:

IF TO Liberty Utilities:

Liberty Utilities (CalPeco Electric) LLC

Attention: Net Metering Administrator

Address: 933 Eloise Ave.

City: South Lake Tahoe, CA 96150

IF TO CG: CG (Name & Address Below):

Attention: _____

Address: _____

City: _____

Phone: _____

FAX: _____

12. TERM AND TERMINATION OF AGREEMENT

12.1 This Agreement shall become effective as of the later of the two dates identified by signature of CG and Liberty Utilities and shall remain in effect thereafter from month to month unless terminated by either Party on thirty (30) days prior written notice in accordance with Section 11, herein.

12.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to CG by Liberty Utilities or (b) changes to CG's electric load which cause CG to no longer satisfy all requirements of the definition of an Eligible CG set forth in Section 2827 (b)(2) of the California Public Utilities Code.



Interconnection and Net Energy Metering Agreement for Residential Customers or Small Commercial customer of a Solar, Wind or Hybrid of both Generating Facility Having a Capacity of Less Than 30kW

DECLARATIONS

This "Interconnection and Net Energy Metering Agreement for Residential Customers or Small Commercial Customers Interconnecting a Solar, Wind or Hybrid of Both Generating Facility having a capacity of less than 30 kW ("Agreement"), is entered into by and between the Customer-Generator ("CG") and Liberty Utilities (CalPeco Electric) LLC ("Liberty Utilities" or "Utility"), sometimes referred to herein jointly as "Parties" or individually as "Party," consistent with, and in order to effectuate, the provisions of Sections 2827 and 2827.7 of the California Public Utilities Code and Tariff Schedule "Net Energy Metering" ("NEM"). This Agreement applies to the CG's "Solar, Wind or Hybrid of Both Generating Facility" ("Facility") identified below with the specified characteristics, and does not allow interconnection or operation of facilities different than those described. Accordingly, the Parties agree as follows:

1. APPLICABILITY

This Agreement is applicable only to CGs who qualify as Residential Customers or Small Commercial Customers installing a Facility of less than 30 kW capacity that is located on the CG's premises and is intended to be used primarily to offset the CG's electric use at the premises.

2. IDENTITY AND LOCATION OF GC's FACILITY

This Agreement is applicable only to a Facility at the location below. Facility may not be relocated or connected to Liberty Utilities system at any other location without Liberty Utilities express written permission.

Customer Meter Number: _____ (Assigned by Liberty Utilities)

Customer Account Number: _____ (Assigned by Liberty Utilities)

Facility Location: _____

Address: _____

City/State/Zip: _____

Form No. 11-0300

3. DESCRIPTION OF CG's EQUIPMENT

A. Effective Operating Capacity: See tables

	Type of Generator (Solar/Wind)	Solar Panels and/or Wind Generator Rating (watts)	Manufacturer of Solar Panel and/or Wind Generator
	A	B	C
1			
2			

	Manufacturer of Inverter/Controller & Model Number	AC Output Rating Watts and Voltage	CEC Efficiency Rating	Effective Output (watts)
	D	E	F	G*
1				
2				

*(G) is computed as the lesser of (B) times (F) or (E) times (F)

B. Type of Visible and Lockable AC Disconnect Equipment:

To operate safely the CG’s Facility must have the capability of being disconnected from Liberty Utilities distribution system by a dedicated switch located near but not within the customer’s electrical panel, which must be accessible by Liberty Utilities.

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

C. Expected Date the Facility Will Commence Operation:

The Facility is expected to operate in parallel with Liberty Utilities electric system on _____ which shall be not be more than eighteen months from the date of this Agreement. However, CG shall not commence parallel operation with Liberty Utilities until written approval has been provided by Liberty Utilities. (CG Initials _____).

4. METERING AND BILLING

Metering requirements and billing procedures shall be governed by CG’s Otherwise Applicable Rate Schedule and the provisions of Schedule NEM. By signing this Agreement CG understands it will be billed and will be required to pay in each billing period for the monthly non-energy charges (i.e., non-per kWh charges) due under CG’s otherwise-applicable tariff rate schedule. However, CG may (at its option) pay any amount for energy charges (including distribution, transmission, etc.) each billing period, with the understanding that any and all payments will be reconciled annually as set forth herein and as provided in Schedule NEM. The CG’s charges will be totaled including: (1) the non-energy charges, and (2) the charge for any net-energy consumption as defined in Schedule NEM. The CG’s total payments for the twelve (12) months or other Relevant Period as provided in Schedule NEM, will then be subtracted from the total charges. The CG will then be billed for any balance due. If the CG elected to pay energy charges each billing period and as a result has overpaid for the energy they consumed on an annual basis, a one-time credit will be applied to the next month’s bill following the annual reconciliation.

Form No. 11-0300

5. DECLARATIONS, ATTACHMENTS AND AGREEMENT TO TERMS

CG has read, understands, and agrees that interconnection of the facilities of the CG shall be established and maintained in accordance with the terms in Attachment A, PROVISIONS, incorporated herein by reference.

This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

1. Attachment A, PROVISIONS

2. In addition, Liberty Utilities Electric Tariff Rules and Rates as amended from time to time, on file with the California Public Utilities Commission of the State of California (“CPUC”), including but not limited to Rules 1, 2, and 21, Schedule NEM, and CG’s otherwise-applicable tariff rate schedule.

6. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the latter of the two dates set forth below.

CUSTOMER-GENERATOR

LIBERTY UTILITIES

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Form No. 11-0300

CUSTOMER GENERATOR INTERCONNECTION

CUSTOMER GENERATOR NAME _____

ATTACHMENT "A"

PROVISIONS OF INTERCONNECTION AGREEMENT

(Agreement between Liberty Utilities and Customer-Generator)

Form No. 11-0300

1. PURPOSE OF INTERCONNECTION AND REPRESENTATIONS

The purpose of this Agreement is to allow CG to interconnect with Liberty Utilities distribution system, subject to the provisions of this Agreement and Liberty Utilities tariff Schedule NEM. CG has elected to interconnect and operate its Facility in parallel with Liberty Utilities electric grid. The Facility is intended primarily to offset part or all of the CG's own electrical requirements. CG shall at all times comply with this Agreement as well as with all applicable codes, standards, laws and tariffs, and applicable requirements of the CPUC, and as amended from time to time.

2. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES

2.1 Liberty Utilities may require CG to interrupt or reduce the output of its Facility under the following circumstances:

(a) Whenever Liberty Utilities deems it necessary in its sole judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or

(b) Whenever Liberty Utilities determines in its sole judgment, that curtailment, interruption, or reduction of CG's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

2.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time Liberty Utilities determines the continued parallel operation of the Facility may endanger the public or Liberty Utilities personnel, or affect the integrity of Liberty Utilities electric system or the quality of electric service provided to other Customers, Liberty Utilities shall have the right to require the Facility to be immediately disconnected from Liberty Utilities electric system. The Facility shall remain disconnected until such time as Liberty Utilities is satisfied, in its sole judgment that the condition(s) causing such disconnection have ended or have been corrected.

2.3 Whenever feasible, Liberty Utilities shall give CG reasonable notice of the possibility that interruption or reduction of deliveries may be required.

2.4 Electrical energy and capacity provided to CG during periods of curtailment or interruption of the output of the Facility shall be provided pursuant to the terms of the otherwise applicable tariff rate schedule(s) applicable to the electric service account to which the Facility is connected.

3. INTERCONNECTION

3.1 CG shall deliver the energy in excess of its on-site requirements to Liberty Utilities at the utility's meter.

3.2 The metering requirements are detailed in Liberty Utilities Schedule NEM and, if applicable, Rule 21.

Form No. 11-0300

3.3 CG shall not commence parallel operation of the Facility until receipt of the following by Liberty Utilities and written approval has been provided by Liberty Utilities:

- (a) A completed and signed Net Metering Application; and
- (b) A completed and signed Interconnection And Net Energy Metering Agreement; and
- (c) A copy of the CG's final inspection clearance from the governmental authority having jurisdiction over the Facility.

With these three documents fully complete, Liberty Utilities field inspection and approval shall not be unreasonably withheld. Such approval shall normally be provided no later than (5) business days following Liberty Utilities inspection.

3.4 Liberty Utilities shall have the right to have its representatives present at the final inspection made by the governmental authority jurisdiction to inspect and approve the installation of the Facility. CG shall notify Liberty Utilities in accordance with the terms of Section 11, herein at least five (5) days prior to such inspection.

3.5 CG authorizes Liberty Utilities to release to the California Energy Commission ("CEC") and the CPUC information regarding CG's Facility, including customer name, location, size, and operational characteristics, as requested from time to time pursuant to the CPUC's and the CEC's rules and regulations.

4. FACILITY DESIGN REQUIREMENTS

4.1 CG shall be responsible for the design, installation, and operation of the Facility.

4.2 The Facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the CPUC regarding safety and reliability. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929 and UL Standard 1741.

4.3 CG shall not add generation capacity in excess of the effective AC output rating set forth in the Section 3 of the Declaration to this Agreement, or otherwise modify the Facility without the prior written permission of Liberty Utilities.

5. MAINTENANCE AND PERMITS

5.1 CG shall:

- (a) Maintain the Facility in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 4, and
- (b) Obtain any governmental authorizations and permits required for the construction and operation of the Facility. CG shall reimburse Liberty Utilities for any and all losses, damages, claims, penalties, or liability it incurs as a result of CG's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of CG's Facility.

Form No. 11-0300

5.2 Liberty Utilities shall have the right to review and obtain copies of CG's operations and maintenance records, logs, or other information, pertaining to CG's Facility or its interconnection with Liberty Utilities distribution system.

6. ACCESS TO PREMISES

Liberty Utilities may enter CG's premises for the following purposes:

(a) After giving reasonable notice to CG, to inspect CG's protective devices and read or test meter(s); and,

(b) Without notice to disconnect the Facility and/or service to CG, whenever in Liberty Utilities sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, Liberty Utilities facilities, or property of others from damage or interference caused by the Facility, or the absence or failure of properly operating protective devices.

7. INDEMNITY AND LIABILITY

7.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with:

(a) The engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or

(b) The making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.

7.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.

7.3 The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

7.4 Except as otherwise provided in Section 7.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

7.5 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.

7.6 If CG fails to comply with the insurance provisions of this Agreement, CG shall, at its own cost, defend, save harmless and indemnify Liberty Utilities, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation)

resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had CG complied with the insurance provisions of Section 8. The inclusion of this Section 7.6 is not intended to create any expressed or implied right in CG to elect not to provide any such required insurance.

7.7 Notwithstanding the provisions of Section 7.1, CG shall be responsible for protecting its Facility from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of Liberty Utilities facilities and Liberty Utilities shall not be liable for any such damage so caused.

8. INSURANCE

8.1 To the extent that CG has currently in force Property insurance and CG Liability or Personal Liability insurance, CG agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Liberty Utilities shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing parallel operation.

8.2 CG shall meet the standards and rules set forth in Sections 4 and 5, have the appropriate liability insurance required in Section 8.1 and shall not be required to purchase any additional liability insurance.

8.3 Such insurance required in Section 8.1 shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to the utility prior to cancellation, termination, alteration, or material change of such insurance.

8.4 All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Liberty Utilities (CalPeco Electric) LLC
Attn: Net Metering Administrator
933 Eloise Ave.
South Lake Tahoe, CA 96150

9. GOVERNING LAW, JURISDICTION OF CPUC, INCLUSION OF LIBERTY UTILITIES RATE SCHEDULES AND RULES

9.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

9.2 This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

9.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the rate schedules and rules applicable to the electric service provided by Liberty Utilities.

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9.4 Notwithstanding any other provisions of this Agreement, Liberty Utilities shall have the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

10. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT

10.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.

10.2 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in anyone or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

10.3 This Agreement shall supersede any existing agreement under which CG is currently operating the Facility identified in Section 2 of the Declaration, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.

10.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.

10.5 Neither Party shall voluntarily assign this Agreement or any of its rights or duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld. Any such assignment or delegation made without such written consent shall be null and void.

11. NOTICES

11.1 Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices shall be directed as follows:

IF TO Liberty Utilities:

Liberty Utilities (CalPeco Electric) LLC

Attention: Net Metering Administrator

Address: 933 Eloise Ave.

City: South Lake Tahoe, CA 96150

IF TO CG: CG (Name & Address Below):

Attention: _____

Address: _____

City: _____

Phone: _____ FAX: _____

~~Form No. 11-0300~~

12. TERM AND TERMINATION OF AGREEMENT

12.1 This Agreement shall become effective as of the later of the two dates identified by signature of CG and Liberty Utilities and shall remain in effect thereafter from month to month unless terminated by either Party on thirty (30) days prior written notice in accordance with Section 11, herein.

12.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to CG by Liberty Utilities or (b) changes to CG's electric load which cause CG to no longer satisfy all requirements of the definition of an Eligible CG set forth in Section 2827 (b)(2) of the California Public Utilities Code.

Form No. 11-0300



PROPERTY OWNER/MANAGER
STANDING ORDER REQUEST

PLEASE PRINT THE INFORMATION BELOW

Customers Name: SS#:

Company Name: Title: (Owner of Attorney-in-fact)

Mailing/Billing Address:

City: State: Zip Code:

Mailing Address for Customers (if other than billing address):

City: State: Zip Code:

Telephone Number:

For Services At:

City: State: Zip Code:

(If more than one address use the remarks section or attach a list)

Remarks:

Legal Signature: Date: (Owner or Attorney-in-fact)

Liberty Utilities will process your standing order request upon receipt of this signature agreement

AGREEMENT

By executing this Standing Order Agreement, I acknowledge that I am the legal property owner or authorized agent and agree to the following terms and conditions:

- 1. Utility service(s) will automatically revert into the standing order holder name when a tenant requests termination of service(s).
2. This standing order does NOT prevent the utility from terminating service(s) for nonpayment of bills, fraud or non-compliance with Liberty Utilities rules and regulations.

Liberty Utilities will attempt to provide verbal notification to Landlords/Owners that a termination has occurred when climate conditions indicate that property damage may result.

- 3. The Landlord/Owner agrees to hold Liberty Utilities harmless for any claim or injury to any person(s) or property that might be sustained as a result of termination of service(s) in accordance with paragraph 2 above.
4. The Landlord/Owner agrees to be responsible for payment on a timely basis of all utility service(s) at such time as the account is placed in the standing order holder name as a result of this standing order.
5. It is the responsibility of the Landlord/Owner or authorized person to notify Liberty Utilities of any change in mailing address or change in ownership of property.
6. The Landlord/Owner is responsible for notifying each of its new tenants of their need to contact Liberty Utilities and arrange for the transfer of service(s) into their name.

Cancellation Use Only

I hereby give notice of my intent to cancel my standing order(s) at the location(s) indicated on this standing order request form. (If multiple orders - see attached listing) as of: (Date)

Signature: Date:



PROPERTY OWNER/MANAGER
STANDING ORDER REQUEST

PLEASE PRINT THE INFORMATION BELOW

Customers Name: SS#:
Company Name: Title:

(Owner of Attorney-in-fact)

Mailing/Billing Address:
City: State: Zip Code:

Mailing Address for Customers (if other than billing address):
City: State: Zip Code:

Telephone Number:
For Services At:
City: State: Zip Code:

(If more than one address use the remarks section or attach a list)

Remarks:

Legal Signature: Date:
(Owner or Attorney-in-fact)

Liberty Utilities will process your standing order request upon receipt of this signature agreement

AGREEMENT

By executing this Standing Order Agreement, I acknowledge that I am the legal property owner or authorized agent and agree to the following terms and conditions:

- 1. Utility service(s) will automatically revert into the standing order holder name when a tenant requests termination of service(s).
2. This standing order does NOT prevent the utility from terminating service(s) for nonpayment of bills, fraud or non-compliance with Liberty Utilities rules and regulations.

Liberty Utilities will attempt to provide verbal notification to Landlords/Owners that a termination has occurred when climate conditions indicate that property damage may result.

- 3. The Landlord/Owner agrees to hold Liberty Utilities harmless for any claim or injury to any person(s) or property that might be sustained as a result of termination of service(s) in accordance with paragraph 2 above.
4. The Landlord/Owner agrees to be responsible for payment on a timely basis of all utility service(s) at such time as the account is placed in the standing order holder name as a result of this standing order.
5. It is the responsibility of the Landlord/Owner or authorized person to notify Liberty Utilities of any change in mailing address or change in ownership of property.
6. The Landlord/Owner is responsible for notifying each of its new tenants of their need to contact Liberty Utilities and arrange for the transfer of service(s) into their name.

Cancellation
Use Only

I hereby give notice of my intent to cancel my standing order(s) at the location(s) indicated on this standing order request form.
(If multiple orders - see attached listing) as of: (Date)

Signature: Date:



DECLARATION OF ELIGIBILITY FOR PERMANENT RESIDENTIAL BASELINE RATES

_____, applicant, hereby declares under oath that the quantities of electric energy which are being requested are for use at a permanent, full time, primary residence of the applicant. The applicant also declares that this residence is not a recreation, vacation, or second home.

WARNING: It is unlawful for an individual to receive a Permanent Residential Baseline Allowance for more than one residence in the State of California. In the event Liberty Utilities (CalPeco Electric) LLC (“Liberty Utilities”) discovers that a customer is receiving more than one allowance, (either from Liberty Utilities or another electric utility), the company is required by its rules and regulations to prosecute said customer to the full extent of the law.

Signature

Subscribed and sworn to before me this

_____ Day of _____, 20_____

Notary Public

Account Number _____

Service Address _____

Mailing Address _____

APPLIANCE INVENTORY – Please check which type of appliance your home is equipped with:

Water Heating – Electric _____, Gas _____, Other _____

Space Heating – Electric _____, Gas _____, Other _____

Phone: 800-782-2506
Fax: 530-544-4811
933 Eloise Ave, South Lake Tahoe, CA 96150



DECLARATION OF ELIGIBILITY FOR PERMANENT RESIDENTIAL BASELINE RATES

_____, applicant, hereby declares under oath that the quantities of electric energy which are being requested are for use at a permanent, full time, primary residence of the applicant. The applicant also declares that this residence is not a recreation, vacation, or second home.

WARNING: It is unlawful for an individual to receive a Permanent Residential Baseline Allowance for more than one residence in the State of California. In the event Liberty Utilities (CalPeco Electric) LLC (“Liberty Utilities”) discovers that a customer is receiving more than one allowance, (either from Liberty Utilities or another electric utility), the company is required by its rules and regulations to prosecute said customer to the full extent of the law.

Signature

Subscribed and sworn to before me this

_____ Day of _____, 20_____

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Account Number _____

Service Address _____

Mailing Address _____

APPLIANCE INVENTORY – Please check which type of appliance your home is equipped with:

Water Heating – Electric _____, Gas _____, Other _____

Space Heating – Electric _____, Gas _____, Other _____

Phone: 800-782-2506
Fax: 530-544-4811
933 Eloise Ave, South Lake Tahoe, CA 96150



Liberty Utilities (CalPeco Electric) LLC

933 Eloise Avenue 701 National Ave
 South Lake Tahoe, CA Tahoe Vista, CA 96148
 96150

Check Appropriate Box

New Date _____
 Existing Account Acct # _____
 Add
 Change/Replacement
 Delete Planner _____

Outdoor Lighting Service Application

Date Light required _____ (Not ASAP)

Billing Information

Property Type Contract Name _____
 Residential Attention _____
 Multifamily Mailing Address _____
 Subdivision Mailing City, State, Zip _____
 Commercial Email Address _____
 Phone # _____ Cell # _____ Fax# _____
 Primary Residence: Yes No (circle one) Tax ID: _____ SS: _____

Property Address

Service Address _____
 Service City, State, Zip _____
 County: _____
 New Pole
 Existing Pole # _____
 Underground

High Pressure Sodium Outdoor Lights:

5,800 Lumen (70w) No of Lights: ____
 9,500 Lumen (100w) No of Lights: ____
 16,000 Lumen (150w) No of Lights: ____
 22,000 Lumen (200w) No of Lights: ____

Your signature below ensures that the information provided is correct.**Applicant's Signature (Must be signed)** _____**Printed Name** _____**Date** _____



Liberty Utilities (CalPeco Electric) LLC

933 Eloise Avenue 701 National Ave
 South Lake Tahoe, CA Tahoe Vista, CA 96148
 96150

Check Appropriate Box

New <input type="checkbox"/>	Date _____
Existing Account <input type="checkbox"/>	Acct # _____
Add <input type="checkbox"/>	
Change/Replacement <input type="checkbox"/>	
Delete <input type="checkbox"/>	Planner _____

Outdoor Lighting Service Application

Date Light required _____ (Not ASAP)

Billing Information

Property Type Contract Name _____

Residential Attention _____

Multifamily Mailing Address _____

Subdivision Mailing City, State, Zip _____

Commercial Email Address _____

 Phone # _____ Cell # _____ Fax# _____

Primary Residence: Yes No (circle one) Tax ID: _____ SS: _____

Property Address

Service Address _____

Service City, State, Zip _____

County: _____

- New Pole
- Existing Pole # _____
- Underground

High Pressure Sodium Outdoor Lights:

- | | |
|--|---------------------|
| <input type="checkbox"/> 5,800 Lumen (70w) | No of Lights: _____ |
| <input type="checkbox"/> 9,500 Lumen (100w) | No of Lights: _____ |
| <input type="checkbox"/> 16,000 Lumen (150w) | No of Lights: _____ |
| <input type="checkbox"/> 22,000 Lumen (200w) | No of Lights: _____ |

Your signature below ensures that the information provided is correct.**Applicant's Signature (Must be signed)** _____**Printed Name** _____**Date** _____



MEDICAL BASELINE ALLOWANCE APPLICATION Used for Medical Baseline Enrollment and Re-Certification

PART 1 TO BE COMPLETED BY CUSTOMER (please print)

Liberty Utilities Account #: _____

Customer Name (as it appears on your bill): _____

Medical Baseline Resident's Name (if different): _____

Service Address: _____

Customer Mailing Address (if different): _____

Home Phone: () Work Phone: ()

For Customers Billed by Someone other than Liberty Utilities (CalPeco Electric) LLC ("Liberty Utilities")

Name of Mobile Home Park or Apartment Complex: _____

Complex Address: _____

Complex Manager's Name: _____ Complex Phone: ()

Name of Tenant: _____ Tenant's Phone: ()

I understand that:

- 1. If the doctor certifies the resident's medical condition is permanent, Liberty Utilities will require completion of a form self-certifying that the resident continues to be eligible for Medical Baseline every two years.
2. If the doctor certifies the resident's medical condition is not permanent, Liberty Utilities will require the completion of a form self-certifying the resident's eligibility for Medical baseline each year and completion of a new application with a doctor's certification every two years.
3. Liberty Utilities cannot guarantee uninterrupted electric service and I am responsible for making alternate arrangements in the event of an electric outage.

I certify that the above information is correct. I also certify that the Medical Baseline Resident lives full-time at this address, and requires or continues to require the Medical Baseline Allowance. I agree to allow Liberty Utilities to verify this information.

I also agree to promptly notify Liberty Utilities if the qualified Resident moves or Medical Baseline Allowance is no longer needed by the resident.

Customer Signature: _____ Date: _____



MEDICAL BASELINE ALLOWANCE APPLICATION Used for Medical Baseline Enrollment and Re-Certification

PART 2 TO BE COMPLETED BY A LICENSED MEDICAL DOCTOR (M.D.) OR DOCTOR OF OSTEOPATHY (D.O.).

I certify that the medical condition and needs of my patient (please print):

Last Name First Name

1. Requires use of a life-support device*(check one) YES NO

The following life-support device(s) is/are used in the above named patient's home:

Device: HOURS/DAY:

Device: HOURS/DAY:

Device: HOURS/DAY:

*A qualifying life-support device is any medical device used to sustain life or is relied upon for mobility. This device must run on electricity supplied by Liberty Utilities. It includes, but is not limited to, respirators (oxygen concentrators), iron lungs, hemodialysis machines, suction machines, electric nerve stimulators, pressure pads and pumps, aerosol tents, electrostatic and ultrasonic nebulizers, compressors, IBB machines, kidney dialysis machines, and motorized wheelchairs. Devices used for therapy rather than life-support do not qualify.

2. Requires heating and cooling:

Standard Medical Baseline Allowances are available for heating and/or cooling if patient is Paraplegic, Quadriplegic, and Hemiplegic, has Multiple Sclerosis or Scleroderma. Standard Medical Baseline Allowances are also available if a patient has a compromised immune system, life threatening illness, or any other condition for which additional heating or cooling is medically necessary to sustain the person's life or prevent deterioration of the person's medical condition.

Requires Standard Medical Baseline Allowance for heating: (check one) YES NO

Requires Standard Medical Baseline Allowance for cooling: (check one) YES NO

3. I certify that the life support device(s) and/or additional heating or cooling will be required for approximately:

(Complete one) # of Years OR Permanently

Doctor's Name: Phone #: ()

Office Address:

MD/DO California State License or Military License Number:

Signature of Doctor: Date:

FOR LIBERTY UTILITIES USE ONLY : Date Received:

Recertification: Self-certify every 2 years Self-certify annually; Doctor's certification every 2 years



MEDICAL BASELINE ALLOWANCE APPLICATION Used for Medical Baseline Enrollment and Re-Certification

PART 1 TO BE COMPLETED BY CUSTOMER (please print)

Liberty Utilities Account #: _____

Customer Name (as it appears on your bill): _____

Medical Baseline Resident's Name (if different): _____

Service Address: _____

Customer Mailing Address (if different): _____

Home Phone: () Work Phone: ()

For Customers Billed by Someone other than Liberty Utilities (CalPeco Electric) LLC ("Liberty Utilities")

Name of Mobile Home Park or Apartment Complex: _____

Complex Address: _____

Complex Manager's Name: _____ Complex Phone: ()

Name of Tenant: _____ Tenant's Phone: ()

I understand that:

- 1. If the doctor certifies the resident's medical condition is permanent, Liberty Utilities will require completion of a form self-certifying that the resident continues to be eligible for Medical Baseline every two years.
2. If the doctor certifies the resident's medical condition is not permanent, Liberty Utilities will require the completion of a form self-certifying the resident's eligibility for Medical baseline each year and completion of a new application with a doctor's certification every two years.
3. Liberty Utilities cannot guarantee uninterrupted electric service and I am responsible for making alternate arrangements in the event of an electric outage.

I certify that the above information is correct. I also certify that the Medical Baseline Resident lives full-time at this address, and requires or continues to require the Medical Baseline Allowance. I agree to allow Liberty Utilities to verify this information.

I also agree to promptly notify Liberty Utilities if the qualified Resident moves or Medical Baseline Allowance is no longer needed by the resident.

Customer Signature: _____ Date: _____



PART 2 TO BE COMPLETED BY A LICENSED MEDICAL DOCTOR (M.D.) OR DOCTOR OF OSTEOPATHY (D.O.).

I certify that the medical condition and needs of my patient (please print):

Last Name First Name

1. Requires use of a life-support device*(check one) YES NO

The following life-support device(s) is/are used in the above named patient's home:

Device: HOURS/DAY:

Device: HOURS/DAY:

Device: HOURS/DAY:

*A qualifying life-support device is any medical device used to sustain life or is relied upon for mobility. This device must run on electricity supplied by Liberty Utilities. It includes, but is not limited to, respirators (oxygen concentrators), iron lungs, hemodialysis machines, suction machines, electric nerve stimulators, pressure pads and pumps, aerosol tents, electrostatic and ultrasonic nebulizers, compressors, IBB machines, kidney dialysis machines, and motorized wheelchairs. Devices used for therapy rather than life-support do not qualify.

2. Requires heating and cooling:

Standard Medical Baseline Allowances are available for heating and/or cooling if patient is Paraplegic, Quadriplegic, and Hemiplegic, has Multiple Sclerosis or Scleroderma. Standard Medical Baseline Allowances are also available if a patient has a compromised immune system, life threatening illness, or any other condition for which additional heating or cooling is medically necessary to sustain the person's life or prevent deterioration of the person's medical condition.

Requires Standard Medical Baseline Allowance for heating: (check one) YES NO

Requires Standard Medical Baseline Allowance for cooling: (check one) YES NO

3. I certify that the life support device(s) and/or additional heating or cooling will be required for approximately:

(Complete one) # of Years OR Permanently

Doctor's Name: Phone #: ()

Office Address:

MD/DO California State License or Military License Number:

Signature of Doctor: Date:

FOR LIBERTY UTILITIES USE ONLY : Date Received:

Recertification: Self-certify every 2 years Self-certify annually; Doctor's certification every 2 years



TO BE COMPLETED BY CUSTOMER (please print)

Liberty Utilities Account #: _____

Customer Name (as it appears on your bill): _____

Medical Baseline Resident's Name (if different): _____

Service Address: _____

Customer Mailing Address (if different): _____

Home Phone: (_____) _____ Work Phone: (_____) _____

For Customers Billed by Someone other than Liberty Utilities

Name of Mobile Home Park or Apartment Complex: _____

Complex Address: _____

Complex Manager's Name: _____ Complex Phone: (_____) _____

Name of Tenant: _____ Tenant's Phone: (_____) _____

I understand that:

1. If the doctor certifies the resident's medical condition is permanent, Liberty Utilities (CalPeco Electric) LLC ("Liberty Utilities") will require completion of a form self-certifying that the resident continues to be eligible for Medical Baseline every two years.
2. If the doctor certifies the resident's medical condition is not permanent, Liberty Utilities will require the completion of a form self-certifying the resident's eligibility for Medical baseline each year and completion of a new application with a doctor's certification every two years.
3. If the resident has a vision disability, I may contact Liberty Utilities to request special notification when either re- certification (to complete a new application with a doctor's certification) or self-certification forms are mailed.
4. Liberty Utilities cannot guarantee uninterrupted electric service and I am responsible for making alternate arrangements in the event of an electric outage.

I certify that the above information is correct. I also certify that the Medical Baseline Resident lives full-time at this address, and requires or continues to require the Medical Baseline Allowance. I agree to allow Liberty Utilities to verify this information.

I also agree to promptly notify Liberty Utilities if the qualified moves or Medical Baseline Allowance is no longer needed by the resident.

Customer Signature: _____ Date: _____

FOR LIBERTY UTILITIES USE ONLY Date Received: _____ Medical Baseline Allocation: _____

Recertification: Self-certify every 2 years Self-certify annually; Doctor's certification every 2 years

Mail To: Liberty Utilities (CalPeco Electric) LLC, Attn: Medical Baseline, 933 Eloise Ave., South Lake Tahoe CA 96150



TO BE COMPLETED BY CUSTOMER (please print)

Liberty **Utilities** Account #: _____

Customer Name (as it appears on your bill): _____

Medical Baseline Resident's Name (if different): _____

Service Address: _____

Customer Mailing Address (if different): _____

Home Phone: (_____) Work Phone: (_____)

For Customers Billed by Someone other than Liberty **Utilities**

Name of Mobile Home Park or Apartment Complex: _____

Complex Address: _____

Complex Manager's Name: _____ Complex Phone: (_____)

Name of Tenant: _____ Tenant's Phone: (_____)

I understand that:

1. If the doctor certifies the resident's medical condition is permanent, Liberty Utilities (CalPeco Electric) LLC ("Liberty **Utilities**") will require completion of a form self-certifying that the resident continues to be eligible for Medical Baseline every two years.
2. If the doctor certifies the resident's medical condition is not permanent, Liberty **Utilities** will require the completion of a form self-certifying the resident's eligibility for Medical baseline each year and completion of a new application with a doctor's certification every two years.
3. If the resident has a vision disability, I may contact Liberty **Utilities** to request special notification when either re- certification (to complete a new application with a doctor's certification) or self-certification forms are mailed.
4. Liberty **Utilities** cannot guarantee uninterrupted electric service and I am responsible for making alternate arrangements in the event of an electric outage.

I certify that the above information is correct. I also certify that the Medical Baseline Resident lives full-time at this address, and requires or continues to require the Medical Baseline Allowance. I agree to allow Liberty **Utilities** to verify this information.

I also agree to promptly notify Liberty **Utilities if the qualified moves or Medical Baseline Allowance is no longer needed by the resident.**

Customer Signature: _____ Date: _____

FOR LIBERTY **UTILITIES** USE ONLY Date Received: _____ Medical Baseline Allocation: _____

Recertification: Self-certify every 2 years Self-certify annually; Doctor's certification every 2 years

Mail To: Liberty Utilities (CalPeco Electric) LLC, Attn: Medical Baseline, 933 Eloise Ave., South Lake Tahoe CA 96150



Part 3 AUTHORIZATION TO RELEASE MEDICAL INFORMATION

TO: _____
Name of Doctor or Hospital

Doctors Address

This will serve as your authorization to release information to Liberty Utilities (CalPeco Electric) LLC (“Liberty Utilities”) regarding my physical condition or disability.

DATED this _____ day of _____, 20____.

Customer Name

Service Address



Part 3 AUTHORIZATION TO RELEASE MEDICAL INFORMATION

TO: _____
Name of Doctor or Hospital

Doctors Address

This will serve as your authorization to release information to Liberty Utilities (CalPeco Electric) LLC (“Liberty Utilities”) regarding my physical condition or disability.

DATED this _____ day of _____, 20____.

Customer Name

Service Address

PARTE 1 y se complete con los clients (en letra de imprenta)

Liberty Utilities Cuenta #: _____

Nombre del cliente (como aparece en su factura): _____

Nombre del Medico Residente de linea de base (si es diferente): _____

Direccion de Servicio: _____

Cliente de correo electronico (si es diferente): _____

Telefono de la casa: () Telefono de trabajo: ()

Para los clientes facturados por alguien que no sea la Liberty Utilities

Nombre del parquet para casas moviles o complejo de apartamentos: _____

Complejo Direccion: _____

Administrador del Complejo Nombre: _____ Complejo de teléfono: ()

Nombre del Inquilino: _____ Teléfono del inquilino: ()

Entiendo que:

1. Si el medico certifica la condicion medica del residente es permanente, la **Liberty Utilities** sera necesario completer un formulario de auto-certificar que el residente continua siendo elegible para la medica inicial cada dos anos.
2. Si el médico certifica la condición médica del residente no es permanente, la **Liberty Utilities** requerirá la realización de un formulario de auto-certificación de elegibilidad de los residentes de médicos de referencia de cada año y la finalización de una nueva aplicación con la certificación de un médico cada dos años.
3. **Liberty Utilities** de la energía no puede garantizar el servicio eléctrico sin interrupciones y yo soy responsable de hacer los arreglos alternativos en caso de una interrupción eléctrica.

Yo certifico que la información anterior es correcta. También certifico que el Médico Residente de referencia vive a tiempo completo en esta dirección, y requiere o sigue exigiendo la asignación médica inicial. Estoy de acuerdo en permitir la **Liberty Utilities** para verificar esta información.. **También estoy de acuerdo en notificar de inmediato la Liberty Utilities , si se mueve el calificado o asignación médica inicial ya no es necesario por el residente.**

Firma del cliente: _____ Fecha: _____



MÉDICOS ASIGNACION INICIAL
*Aplicación que se utiliza para la inscripción de referencia
 médica y renovación de la certificación*

PARTE 2 A ser completado por un medico con licencia (MD) or doctor en osteopatía (DO)

Yo certifico que la condición médica y las necesidades de mi paciente (en letra de imprenta):

1. **Apellido** _____ **nombre primero** _____

Requiere el uso de un dispositivo de soporte de vida* (marque una) Si NO

El siguiente dispositivo de soporte de vida (s) es / son utilizados en el hogar del paciente nombrado arriba:

Device: _____

Device: _____

Device: _____

* Un dispositivo de calificación de soporte de vida es un dispositivo médico utilizado para sostener la vida o que se invoque para la movilidad. Este dispositivo debe funcionar con electricidad suministrada por la **Liberty Utilities** . Incluye, pero no se limita a, los respiradores (concentradores de oxígeno), pulmones de acero, máquinas de hemodiálisis, las máquinas de succión, estimuladores nerviosos eléctricos, almohadillas de presión y bombas, tiendas de campaña en aerosol, nebulizadores electrostáticos y ultrasónicos, compresores, máquinas de IBB, máquinas de diálisis renal, y sillas de ruedas motorizadas. **Los dispositivos utilizados para la terapia en lugar de apoyar la vida-no califican.**

2. Requiere de calefacción y refrigeración:

Los derechos de emisión de referencia estándar de médicos están disponibles para la calefacción y / o enfriamiento si el paciente es parapléjico, tetrapléjico, y hemipléjica, tiene esclerosis múltiple o la esclerodermia. Los derechos de emisión de referencia estándar de médicos también están disponibles si un paciente tiene un sistema inmune comprometido, la enfermedad mortal, o cualquier otra condición que **adicionales de calefacción o refrigeración es médicamente necesario para sostener la vida de la persona o evitar el deterioro de la condición médica de la persona.**

Requiere estándar asignación médica inicial para **la calefacción:** (marque una) Si NO

Requiere estándar asignación médica inicial para **la calefacción:** (marque una) Si NO

3. Yo certifico que el dispositivo de soporte de vida (s) y / o adicionales de calefacción o refrigeración se requiere de aproximadamente:

(Completo) # de años _____ OR permanentemente

Nombre del médico: _____ Teléfono #: () _____

Dirección de la oficina: _____

MD / DO licencia del Estado de California o el número de licencia militar: _____

Firma del Médico: _____ Fecha: _____

PARA USO DE LA Liberty Utilities SOLO Fecha de recepción: _____ Médico de asignación de referencia: _____

Recertificación: Auto-certificación cada 2 años Auto-certificar anualmente, la certificación del médico cada 2 años

Enviar a: Liberty Utilities (CalPeco Electric) LLC, Attn: Medical Baseline, 933 Eloise Ave., South Lake Tahoe, CA 96150

PARTE 1 y se complete con los clients (en letra de imprenta)

Liberty Utilities ~~Libertad~~-Cuenta #:

Nombre del cliente (como aparece en su factura):

Nombre del Medico Residente de linea de base (si es diferente):

Direccion de Servicio:

Cliente de correo electronico (si es diferente):

Telefono de la casa: () Telefono de trabajo: ()

Para los clientes facturados por alguien que no sea la Liberty Utilities ~~Libertad~~

Nombre del parquet para casas moviles o complejo de apartamentos:

Complejo Direccion:

Administrador del Complejo Nombre: Complejo de teléfono: ()

Nombre del Inquilino: Teléfono del inquilino: ()

Entiendo que:

1. Si el medico certifica la condicion medica del residente es permanente, la Liberty Utilities ~~Libertad~~ sera necesario completar un formulario de auto-certificar que el residente continua siendo elegible para la medica inicial cada dos anos.
2. Si el médico certifica la condición médica del residente no es permanente, la Liberty Utilities ~~Libertad~~ requerirá la realización de un formulario de auto-certificación de elegibilidad de los residentes de médicos de referencia de cada año y la finalización de una nueva aplicación con la certificación de un médico cada dos años.
3. Liberty Utilities ~~Libertad~~ de la energía no puede garantizar el servicio eléctrico sin interrupciones y yo soy responsable de hacer los arreglos alternativos en caso de una interrupción eléctrica.

Yo certifico que la información anterior es correcta. También certifico que el Médico Residente de referencia vive a tiempo completo en esta dirección, y requiere o sigue exigiendo la asignación médica inicial. Estoy de acuerdo en permitir la Liberty Utilities ~~Libertad~~ para verificar esta información.. También estoy de acuerdo en notificar de inmediato la Liberty Utilities ~~Libertad~~, si se mueve el calificado o asignación médica inicial ya no es necesario por el residente.

Firma del cliente:

Fecha:

PARTE 2 A ser completado por un medico con licencia (MD) or doctor en osteopatía (DO)

Yo certifico que la condición médica y las necesidades de mi paciente (en letra de imprenta):

1. **Apellido** _____ **nombre primero** _____

Requiere el uso de un dispositivo de soporte de vida* (marque una) Si NO

El siguiente dispositivo de soporte de vida (s) es / son utilizados en el hogar del paciente nombrado arriba:

Device: _____

Device: _____

Device: _____

* Un dispositivo de calificación de soporte de vida es un dispositivo médico utilizado para sostener la vida o que se invoque para la movilidad. Este dispositivo debe funcionar con electricidad suministrada por la **Liberty Utilities Libertad**. Incluye, pero no se limita a, los respiradores (concentradores de oxígeno), pulmones de acero, máquinas de hemodiálisis, las máquinas de succión, estimuladores nerviosos eléctricos, almohadillas de presión y bombas, tiendas de campaña en aerosol, nebulizadores electrostáticos y ultrasónicos, compresores, máquinas de IBB, máquinas de diálisis renal, y sillas de ruedas motorizadas. **Los dispositivos utilizados para la terapia en lugar de apoyar la vida-no califican.**

2. Requiere de calefacción y refrigeración:

Los derechos de emisión de referencia estándar de médicos están disponibles para la calefacción y / o enfriamiento si el paciente es parapléjico, tetrapléjico, y hemipléjica, tiene esclerosis múltiple o la esclerodermia. Los derechos de emisión de referencia estándar de médicos también están disponibles si un paciente tiene un sistema inmune comprometido, la enfermedad mortal, o cualquier otra condición que **adicionales de calefacción o refrigeración es médicamente necesario para sostener la vida de la persona o evitar el deterioro de la condición médica de la persona.**

Requiere estándar asignación médica inicial para **la calefacción:** (marque una) Si NO

Requiere estándar asignación médica inicial para **la calefacción:** (marque una) Si NO

3. **Yo certifico que el dispositivo de soporte de vida (s) y / o adicionales de calefacción o refrigeración se requiere de aproximadamente:**

(Completo) # de años _____ OR permanentemente

Nombre del médico: _____ Teléfono #: () _____

Dirección de la oficina: _____

MD / DO licencia del Estado de California o el número de licencia militar: _____

Firma del Médico: _____ Fecha: _____

PARA USO DE LA **Liberty Utilities LIBERTAD** SOLO Fecha de recepción: ____ Médico de asignación de referencia: _____

Recertificación: Auto-certificación cada 2 años Auto-certificar anualmente, la certificación del médico cada 2 años

Enviar a: Liberty Utilities (CalPeco Electric) LLC, Attn: Medical Baseline, 933 Eloise Ave., South Lake Tahoe, CA 96150



PARTE 3 AUTORIZACIÓN PARA DIVULGAR INFORMACIÓN MÉDICA

TO: _____
Nombre del médico u hospital

dirección

Esto le servirá como autorización para divulgar información a la Liberty Utilities (CalPeco Electric) LLC ("Liberty Utilities") con respecto a mi condición física o discapacidad.

FECHA este _____ día de _____, 20__.

nombre

dirección



PARTE 3 AUTORIZACIÓN PARA DIVULGAR INFORMACIÓN MÉDICA

TO: _____
Nombre del médico u hospital

_____ dirección

Esto le servirá como autorización para divulgar información a la Liberty Utilities (CalPeco Electric) LLC (“Liberty Utilities”) con respecto a mi condición física o discapacidad.

FECHA este _____ día de _____, 20__.

_____ nombre

_____ dirección

SURETY BOND / BILL GUARANTY

BOND # _____

In consideration of Liberty Utilities (CalPeco Electric) LLC ("Liberty Utilities") finishing electric service to (a) (Applicant) without demanding that the Applicant provide a cash deposit as security for payment for the Utility Service, I guarantee the prompt payment of all bills due or to become due for the Utility Service provided to Applicant.

If the Applicant does not pay the entire amount due for the Utility Service after Liberty Utilities has demanded payment from the Applicant, I will pay all amounts due for the Utility Service to Liberty Utilities, up to but not exceeding the total of (b) ONE THOUSAND FIVE HUNDRED TWENTY FIVE DOLLARS AND 00/100 (\$1525.00).

I authorize Liberty Utilities to transfer any past due closing bill (limited to the amount of this guaranty and similar service type) for the Utility Service provided to Applicant to my current account for any subsequent account I have with Liberty Utilities. I agree that Liberty Utilities may disconnect service to any or all accounts to which the closing bill is transferred if the bill is not paid. (This clause does not apply to a bonding and/or insurance company using a surety bond).

I waive notice of acceptance of this guaranty, presentation of bills and other collection notices, and consent without further notice to any extension of time granted to the Application for payment of any amounts due.

I agree that I cannot require Liberty Utilities to pursue any remedy Liberty Utilities might have against Applicant as a prerequisite to pursuing any remedy Liberty Utilities may have against me under this guaranty.

I agree to pay Liberty Utilities all costs and expenses it shall incur associated with collection proceedings, including reasonable attorney' fees, in the event that Liberty Utilities must institute any such proceedings to collect any amount due under this guaranty.

I agree this guaranty will remain in effect until either (1) the applicant's accounts under which the Utility Service is provided are closed, (2) Applicant establishes Credit pursuant to Rule No. 6, or (3) twenty days after Liberty Utilities receives a written notice from me of termination of this guaranty sent "return receipt requested" to 933 Eloise Av. South Lake Tahoe, CA 96150. I guarantee the payment of all amounts due for the Utility Service as of the time of the termination of this guaranty.

This guaranty shall at all times be subject to such changes or modifications by the California Public Utilities Commission as it may, from time to time, direct in the exercise of it jurisdiction.

(c) _____
Name of Guarantor (s) (if surety or bonding company, print name of company)

I declare under penalty of perjury under the laws of the State of California that I am the individual whose name has been signed as guarantor of this agreement.

(d) _____
Name of Guarantor (s)

(e) Executed this _____ day of _____, 20_____
 At _____
City, State

FOR OFFICE USE ONLY
CIRCLE ONE: RES / GS
APPLICANT'S ACCOUNT NO. (i) _____
GUARANTOR'S ACCOUNT INFORMATION
ACCOUNT NO. (i) _____

(f) _____
Signature of Guarantor

(g) _____
Signature of Guarantor

(h) _____
Address

City, State and Zip Code

What are the requirements in the acceptance of a Surety Bond?

A Surety Bond can be obtained from your insurance company or insurance broker.

- *Issue in the account name as the Liberty Utilities account is held, cannot be issued to a dba (doing business as) name.*
- *No service address, mailing address of Liberty Utilities account number should be listed on the Surety Bond.*
- *The completed Surety Bond with embossed seal, Power of Attorney Page and Notary's Acknowledgement Page copy should be forwarded by fax for acceptance.*

The completed Bond form should be forwarded by fax for acceptance.

Fax to: 530-544-4811

Liberty Utilities will notify you once the form is accepted. Once you are notified, please mail the original documents to:

Liberty Utilities (CalPeco Electric) LLC
 Attn: Billing
 933 Eloise Ave.
 South Lake Tahoe, CA 96150

NOTE: THIS IS A LEGAL DOCUMENT AND CANNOT BE ALTERED OR MODIFIED IN ANY WAY.

Key Codes

- (c) Name of Bonding Company
- (d) Printed name from line (f)
- (e) Date bond is in full effect (must match notary date)
- (f) Attorney-in-fact signature
- (g) Leave Blank
- (h) Address of Bonding Company
- (i) Leave Blank
- (j) Leave Blank



SURETY BOND / BILL GUARANTY

BOND # _____

In consideration of Liberty Utilities (CalPeco Electric) LLC ("Liberty Utilities") finishing electric service to (a) (Applicant) without demanding that the Applicant provide a cash deposit as security for payment for the Utility Service, I guarantee the prompt payment of all bills due or to become due for the Utility Service provided to Applicant.

If the Applicant does not pay the entire amount due for the Utility Service after Liberty Utilities has demanded payment from the Applicant, I will pay all amounts due for the Utility Service to Liberty Utilities, up to but not exceeding the total of (b) ONE THOUSAND FIVE HUNDRED TWENTY FIVE DOLLARS AND 00/100 (\$1525.00).

I authorize Liberty Utilities to transfer any past due closing bill (limited to the amount of this guaranty and similar service type) for the Utility Service provided to Applicant to my current account for any subsequent account I have with Liberty Utilities. I agree that Liberty Utilities may disconnect service to any or all accounts to which the closing bill is transferred if the bill is not paid. (This clause does not apply to a bonding and/or insurance company using a surety bond).

I waive notice of acceptance of this guaranty, presentation of bills and other collection notices, and consent without further notice to any extension of time granted to the Application for payment of any amounts due.

I agree that I cannot require Liberty Utilities to pursue any remedy Liberty Utilities might have against Applicant as a prerequisite to pursuing any remedy Liberty Utilities may have against me under this guaranty.

I agree to pay Liberty Utilities all costs and expenses it shall incur associated with collection proceedings, including reasonable attorney fees, in the event that Liberty Utilities must institute any such proceedings to collect any amount due under this guaranty.

I agree this guaranty will remain in effect until either (1) the applicant's accounts under which the Utility Service is provided are closed, (2) Applicant establishes Credit pursuant to Rule No. 6, or (3) twenty days after Liberty Utilities receives a written notice from me of termination of this guaranty sent "return receipt requested" to 933 Eloise Av. South Lake Tahoe, CA 96150. I guarantee the payment of all amounts due for the Utility Service as of the time of the termination of this guaranty.

This guaranty shall at all times be subject to such changes or modifications by the California Public Utilities Commission as it may, from time to time, direct in the exercise of it jurisdiction.

(c) _____
Name of Guarantor (s) (if surety or bonding company, print name of company)

(d) _____
Name of Guarantor (s)

I declare under penalty of perjury under the laws of the State of California that I am the individual whose name has been signed as guarantor of this agreement.

(e) Executed this _____ day of _____, 20_____
At _____
City, State

FOR OFFICE USE ONLY	
CIRCLE ONE: RES / GS	
APPLICANT'S ACCOUNT NO. (i) _____	
GUARANTOR'S ACCOUNT INFORMATION	
ACCOUNT NO. (i) _____	

(f) _____
Signature of Guarantor
(g) _____
Signature of Guarantor
(h) _____
Address

City, State and Zip Code

What are the requirements in the acceptance of a Surety Bond?

A Surety Bond can be obtained from your insurance company or insurance broker.

- *Issue in the account name as the Liberty Utilities account is held, cannot be issued to a dba (doing business as) name.*
- *No service address, mailing address of Liberty Utilities account number should be listed on the Surety Bond.*
- *The completed Surety Bond with embossed seal, Power of Attorney Page and Notary's Acknowledgement Page copy should be forwarded by fax for acceptance.*

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South Lake Tahoe, CA 96150

NOTE: THIS IS A LEGAL DOCUMENT AND CANNOT BE ALTERED OR MODIFIED IN ANY WAY.

Key Codes

- (c) Name of Bonding Company
- (d) Printed name from line (f)
- (e) Date bond is in full effect (must match notary date)
- (f) Attorney-in-fact signature
- (g) Leave Blank
- (h) Address of Bonding Company
- (i) Leave Blank
- (j) Leave Blank



Liberty Utilities®

COMMERCIAL UTILITY SERVICE APPLICATION

To apply for commercial utility service the following items must be submitted:

1. Commercial Utility Service Application
2. Copy of Business License (if not available, a copy of the Business License application and paid Business License application receipt may be provided).

I hereby certify that the information contained herein is true and correct to the best of my knowledge and belief. I acknowledge that these statements are made for the purpose of obtaining service from Liberty Utilities (CalPeco Electric) LLC, and that any information that is missing or purposely misleading may result in delay or denial of service, and may lead to criminal prosecution.

Name (Owner, Partner or Officer): _____

Owner's Signature: _____ Date: _____

Date Service Requested: _____ Type of Business (i.e. Apartment, Restaurant) _____

Business Name: _____

Service Address (number and street): _____

City: _____ State: _____ Zip: _____

Billing Address (number and street): _____

City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____

Circle One: **Sole Proprietor** **Partnership** **Corporation**

Federal Tax ID: _____ Social Security # or Driver's License #: _____

Days/Hours of Operation: _____ Square Foot of Business: _____

If bills are mailed out of town, please provide name, address and phone # of local contact.

Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of Landlord: _____

Mailing Address (number and street): _____

City: _____ State: _____ Zip: _____ Phone #: _____

If a corporation, please provide the following information:

Name of Parent Corporation: _____

Mailing Address (number and street): _____

City: _____ State: _____ Zip: _____ Phone #: _____

Resident Agent's Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

If a partnership, please provide name, home address, and phone for each partner (attach additional sheet(s) if necessary):

Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

NOTE: Please be advised that a deposit is required for all new commercial accounts. Your deposit may be waived with current/prior satisfactory credit in the same business name, an irrevocable letter of credit, current excellent credit report from Dun & Bradstreet, or surety bond (if required deposit is over \$5,000).

PLEASE RETURN TO: Liberty Utilities (CalPeco Electric) LLC 933 Eloise Ave., South Lake Tahoe, CA 96150
Fax: South Lake Tahoe 530-544-4811 – North Lake Tahoe 530-581-0341



Liberty Utilities®

COMMERCIAL UTILITY SERVICE APPLICATION

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1. Commercial Utility Service Application
2. Copy of Business License (if not available, a copy of the Business License application and **PrePaid Business License application receipt may be provided**).

I hereby certify that the information contained herein is true and correct to the best of my knowledge and belief. I acknowledge that these statements are made for the purpose of obtaining service from Liberty Utilities (CalPeco Electric) LLC, and that any information that is missing or purposely misleading may result in delay or denial of service, and may lead to criminal prosecution.

Name (Owner, Partner or Officer): _____

Owner's Signature: _____ Date: _____

Date Service Requested: _____ Type of Business (i.e. Apartment, Restaurant) _____

Business Name: _____

Service Address (number and street): _____

City: _____ State: _____ Zip: _____

Billing Address (number and street): _____

City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____

Circle One: **Sole Proprietor** **Partnership** **Corporation**

Federal Tax ID: _____ Social Security # or Driver's License #: _____

Days/Hours of Operation: _____ Square Foot of Business: _____

If bills are mailed out of town, please provide name, address and phone # of local contact.

Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of Landlord: _____

Mailing Address (number and street): _____

City: _____ State: _____ Zip: _____ Phone #: _____

If a corporation, please provide the following information:

Name of Parent Corporation: _____

Mailing Address (number and street): _____

City: _____ State: _____ Zip: _____ Phone #: _____

Resident Agent's Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

If a partnership, please provide name, home address, and phone for each partner (attach additional sheet(s) if necessary):

Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

NOTE: Please be advised that a deposit is required for all new commercial accounts. Your deposit may be waived with current/prior satisfactory credit in the same business name, an irrevocable letter of credit, current excellent credit report from Dun & Bradstreet, or surety bond (if required deposit is over \$5,000).

PLEASE RETURN TO: Liberty Utilities (CalPeco Electric) LLC 933 Eloise Ave., South Lake Tahoe, CA 96150

Fax: South Lake Tahoe 530-544-4811 – North Lake Tahoe 530-581-0341

POWER PURCHASE AND SALE AGREEMENT
between
LIBERTY UTILITIES (CALPECO ELECTRIC) LLC
and
[SELLER'S NAME]

This Power Purchase and Sale Agreement (this "Agreement") by and between **Liberty Utilities (CalPeco Electric) LLC**, a California limited liability company ("Buyer"), and **[Seller's name]**, a [Seller's form of business entity and state of registration] ("Seller"), is dated as of [Date of execution] (the "Effective Date"). Buyer and Seller are sometimes referred to in this Agreement individually as a "Party" and jointly as the "Parties." Unless the context otherwise specifies or requires, initially capitalized terms used in this Agreement have the meanings set forth in Exhibit A. Exhibits A through F inclusive are hereby incorporated into and made a part of this Agreement.

RECITALS

- A. On June 26, 2008, the CPUC opened Rulemaking 08-06-024 to implement Assembly Bill 1613 (codified in California Public Utilities Code Section 2840 et. seq.), which establishes the Waste Heat and Carbon Emissions Reductions Act (the "Act").
- B. Buyer is required to offer this Agreement to Seller in order to fulfill Buyer's obligations under the Act and CPUC Decision 09-12-042 (as modified by CPUC Decisions 10-04-055, 10-12-055 and 11-04-033), and Seller desires to accept such offer and enter into this Agreement.

The Parties, intending to be legally bound, agree as follows:

{Buyer Comment: If the Term is greater than or equal to five years and if the Generating Facility provides baseload generation, before executing this Agreement, Seller must provide to Buyer documentation evidencing its compliance with the Greenhouse Gas Emissions Performance Standard set forth in D.07-01-039 and in subsequent CPUC rulings implementing D.07-01-039, and with any subsequent CPUC-established precondition to the execution of this Agreement.}

ARTICLE ONE. SPECIAL CONDITIONS

- 1.01 Term. The term of this Agreement (the "Term") commences on [Date] (the "Term Start Date") and ends on [Date] (the "Term End Date"). The Term Start Date must be on the first day of a calendar month. If the Generating Facility is (a) a New Eligible CHP Facility, the Term Start Date must occur within 18 months of the Effective Date, or (b) an Existing Eligible CHP Facility, the Term Start Date must occur within 6 months of the Effective Date. Subject to the limitation set forth in the immediately preceding sentence, Seller may change the Term Start Date set forth in this Section 1.01 by providing Notice to Buyer at least three months before such Term Start Date. The Term must be no less than one year and no more than 10 years.

- 1.02 Generating Facility. The name of the Generating Facility is [Generating Facility name], which is [a New Eligible CHP Facility] [an Existing Eligible CHP Facility], and which is further described in Exhibit F. The Generating Facility is located at [Generating Facility address], which must be located within Buyer's service territory.
- 1.03 As-Available Contract Capacity; Power Rating. The As-Available Contract Capacity equals [] kW. The As-Available Contract Capacity must be less than 500 kW. The Power Rating of the Generating Facility must be less than 500 kW. Seller has no obligation under this Agreement to produce or deliver firm energy or capacity.
- 1.04 Site Host Load. The Site Host Load is expected to equal, on average, [] kW. The amount of electric energy to be used to serve the Site Host Load is expected to equal, on average, [] kWh per Term Year, which amount may change from time to time; provided, however, the As-Available Contract Capacity shall always be less than 500 kW.
- 1.05 Expected Term Year Energy Production. The Expected Term Year Energy Production for each Term Year equals [] kWh. The actual energy production of the Generating Facility may change from time to time; provided, however, the Expected Term Year Energy Production may not exceed the As-Available Contract Capacity at 100% capacity factor applied over the Term Year.
- 1.06 Delivery Point. The delivery point is the point where Seller's facilities connect with facilities owned by Buyer (the "Delivery Point"). Seller shall convey to Buyer and Buyer shall accept all the As-Available Contract Capacity and associated electric energy from the Generating Facility at the Delivery Point. Title to and risk of loss related to the Power Product shall transfer from Seller to Buyer at the Delivery Point. Line losses attributable to Seller, if any, shall be determined as part of the Interconnection Study.
- 1.07 Power Product Prices. The Monthly Contract Payment for the Power Product is set forth in Exhibit B.
- 1.08 This Contract Capacity available for generation must be approved by NV Energy in accordance with Buyer's obligations as set forth in section 4.5 of the April 22, 2009 PPA Agreement
- 1.09 Seller will sign an Interconnection Agreement, with Buyer in accordance with Rule 21, tariff sheet 269 in conjunction with this agreement and such Interconnection Agreement must be in place and implemented before Capacity power can be purchased by Buyer
- 1.10 GHG Emissions Compliance Costs.
- (a) Buyer shall reimburse Seller for Direct GHG Compliance Costs (other than GHG Emissions Allowances) in accordance with and subject to Section 3.03(a).

- (b) With respect payment for GHG Emissions Allowances, Seller elects (check one box only):
- To manage its own GHG Emissions Allowances and request reimbursement from Buyer for such GHG Emissions Allowances in accordance with and subject to the requirements of Sections 3.03(b) and (c); or
 - To have Buyer purchase GHG Emissions Allowances on behalf of Seller upon the CPUC's issuance of guidelines on the mechanics of Buyer's obligations to purchase GHG Emissions Allowances pursuant to CPUC Decision 09-12-042 (as modified by CPUC Decisions 10-04-055, 10-12-055, and 11-04-033). Until such time, Seller shall manage its own GHG Emissions Allowances and request reimbursement from Buyer for such GHG Emissions Allowances in accordance with and subject to the requirements of Sections 3.03(b) and (c).

ARTICLE TWO SELLER'S SATISFACTION OF OBLIGATIONS; TERMINATION

- 2.01 Seller's Satisfaction of Obligations before the Term Start Date. Before the Term Start Date, Seller must demonstrate to Buyer that the Generating Facility has obtained Full Capacity Deliverability Status and that Seller has satisfied all of the requirements necessary for Seller to Operate the Generating Facility in accordance with the terms of this Agreement (including Section 7.10), Applicable Law, the CAISO Tariff (to the extent possible), NV Energy requirements, and any other applicable tariff, legal, and regulatory requirements.
- 2.02 Termination Rights of the Parties.
- (a). Termination Rights of Seller.
- Seller has the right to terminate this Agreement on Notice if Seller's Site Host relocates its business outside the State of California or terminates its business operations in California; *provided, however,* that if Seller terminates this Agreement in accordance with this Section 2.02(a), Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity, or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one year from the effective date of such termination. The termination of this Agreement becomes effective five Business Days after Seller delivers such Notice.

b. Termination Rights of Buyer

Buyer may terminate this Agreement if Seller (1) violates any term of the Interconnection Agreement; (2) disrupts the Buyer's power distribution due to a power quality issue, or (3) fails to operate the Generating Facility in accordance with Prudent Electrical Practices.

c. Event of Default.

- (i) In the event of an uncured Event of Default or an Event of Default for which there is no opportunity for cure permitted in this Agreement, the Non-Defaulting Party may, at its option, terminate this Agreement as set forth in Section 6.03 and, if the Non-Defaulting Party is Buyer, then Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one year following the date of such termination.
 - (ii) If Buyer terminates this Agreement in accordance with Section 6.03 as result of an Event of Default by Seller under Section 6.01(b)(vi) due to the Generating Facility being decertified from participation in the Assembly Bill 1613 program, then Seller shall have the right to enter into any applicable mandatory must-purchase contract available to "qualifying cogeneration facilities" (as contemplated in 18 CFR Part 292, Section 292.205) in California, but only to the extent that Seller and the Generating Facility are otherwise eligible for, and satisfy the conditions to enter into any such contract.
- (d) End of Term. This Agreement terminates at midnight of (i) the Term End Date, or (ii) a termination date agreed to in writing by the Parties.
- (e) Rights and Obligations Surviving Termination. The rights and obligations of the Parties that are intended to survive a termination of this Agreement are all such rights and obligations that this Agreement expressly provides survive such termination as well as those rights and obligations arising from either Parties' covenants, agreements, representations or warranties applicable to, or to be performed, at, before or as a result of the termination of this Agreement.

ARTICLE THREE. SELLER'S OBLIGATIONS

- 3.01 Conveyance of the Product. During the Term, Seller shall provide and convey the Product to Buyer in accordance with the terms of this Agreement, and Buyer shall have the exclusive right to the Product. Seller shall, at its own cost, take all reasonable actions and execute all documents or instruments that are reasonable and necessary to effectuate the use of the Green Attributes, for Buyer's benefit throughout the Term.

3.02 GHG Emissions Compliance Costs.

(a) Direct GHG Compliance Costs.

- (i) During the Term, Buyer shall reimburse Seller for any Direct GHG Compliance Costs, other than GHG Emissions Allowances, which are separately addressed in the sections below, attributable to the Generating Facility for GHG emissions associated with the Power Product, within forty-five (45) days of Buyer's receipt from Seller of documentation, in form and substance acceptable to Buyer, establishing that: (1) Seller is actually liable for the Direct GHG Compliance Costs for GHG emissions attributed to the Power Product; and (2) Direct GHG Compliance Costs were imposed upon Seller by an authorized Governmental Authority with jurisdiction to impose Direct GHG Compliance Costs where the Generating Facility is located, or which otherwise has jurisdiction over Seller or the Generating Facility, including NV-Energy.
- (ii) Buyer is not liable for reimbursement to Seller for Direct GHG Compliance Costs for GHG emissions associated with the Power Product if the GHG emissions for which Seller seeks reimbursement exceed the GHG Emissions Cap and based on the actual delivered Power Product.
- (iii) The Generating Facility's GHG emissions shall be allocated between the useful thermal output, the electricity consumed on-site, and the exported Power Product based on the relative BTU content of the end product, consistent with Form CEC-2843, as amended.

(b) GHG Emissions Allowance Costs. Buyer shall bear the cost of GHG Emissions Allowances for GHG emissions attributable to the Generating Facility and associated with the Power Product through either reimbursement, or direct procurement, as indicated in Section 1.09, provided that:

- (i) Seller is actually required to procure such GHG Emissions Allowances for GHG emissions attributed to the Power Product;
- (ii) Such GHG Emissions Allowances compliance requirements were imposed upon Seller by an authorized Governmental Authority with jurisdiction to impose GHG Emissions Allowances requirements where the Generating Facility is located, or which otherwise has jurisdiction over Seller or the Generating Facility;

- (iii) The Generating Facility's GHG emissions, less any Free Allowance for which the Generating Facility is eligible, shall be allocated between the useful thermal output, the electricity consumed on-site, and the exported Power Product based on the relative BTU content of the end product consistent with Form CEC-2843, as amended;
 - (iv) Buyer's responsibility for GHG Emissions Allowances is limited to GHG emissions associated with the Power Product for which the Seller or the Generating Facility was not eligible to receive Free Allowances; and
 - (v) Buyer's responsibility for GHG Emissions Allowances will not exceed the GHG Emissions Cap based on the actual delivered Power Product.
- (c) Reimbursement of Seller for GHG Emissions Allowances. If Seller has elected to manage its own GHG Emissions Allowances in Section 1.09, then, during the Term, Buyer shall reimburse Seller to the extent of Buyer's responsibility for GHG Emissions Allowances in accordance with Section 3.03(b) ("applicable quantity") within forty-five (45) days of Buyer's receipt from Seller of documentation, in form and substance acceptable to Buyer, requesting reimbursement. If the CPUC has specified an index for use in determining the price to be paid for GHG Emissions Allowances, in no event shall Buyer's total payment to Seller for the applicable quantity exceed the total payment that would be due to Seller if the applicable quantity were purchased at the index price at the relevant time period.
- (d) Buyer's Purchase of GHG Emissions Allowances. If Seller has elected to have Buyer purchase GHG Emissions Allowances for the Generating Facility in Section 1.09, then, during the Term and upon the CPUC's issuance of guidelines on the mechanics of Buyer's obligations to purchase GHG Emissions Allowances pursuant to CPUC Decision 09-12042 (as modified by CPUC Decisions 10-04-055, 10-12-055, and 11-04-033), Buyer shall purchase GHG Emissions Allowances for Seller for the applicable quantity for the remainder of the Term in accordance with and subject to such guidelines, as may be revised from time to time.
- 3.03 Exclusive Rights. Notwithstanding anything to the contrary in this Agreement, as of the Effective Date and until the Term End Date, Seller may not use, provide or convey any of the Product to any Person other than Buyer.
- 3.04 Site Control. Within 60 days of the Effective Date and until the Term End Date, Seller shall have Site Control.
- 3.05 Permits. Seller shall obtain and maintain all Permits necessary for the Seller to Operate the Generating Facility and to deliver electric energy from the Generating Facility to the Delivery Point.

- 3.06 Interconnection. Seller shall, at its own cost, obtain and maintain all interconnection rights and an interconnection agreement and any related Governmental Authority approval(s) required to enable interconnection with Buyer's electric system and Parallel Operation of the Generating Facility. Seller shall request Full Capacity Deliverability Status when making any applicable interconnection request.
- 3.07 Generating Facility Modifications. Seller shall provide at least 30 days advance Notice to Buyer before making any material modification to the Generating Facility, which Notice will include a description of any change in actual energy production of the Generating Facility and in the Site Host Load anticipated as a result of the modification. Notwithstanding the foregoing, Seller shall make no modification to the Generating Facility that would prevent Seller from complying with the terms of this Agreement.
- 3.08 Metering.
- (a) CAISO-Approved Meter. Seller shall, at its own cost, install, maintain and test the CAISO-Approved Meter pursuant to the CAISO Tariff or other applicable metering requirements, and each CAISO-Approved Meter shall have net energy capability as required under Public Utilities Code Section 2840.2(b)(2).
 - (b) Check Meter. Buyer may, at its sole cost, furnish and install one or more Check Meters, as applicable, on the high voltage side of the substation associated with the Generating Facility or, if there is not enough space at such substation to install the Check Meter, any other location mutually agreeable to the Parties. The Check Meter shall be interconnected with Buyer's communication network to permit (i) periodic, remote collection of revenue quality meter data, and (ii) back-up real time transmission of operating-quality meter data through the Telemetry System. Buyer shall test and recalibrate the Check Meter at least once every Term Year. The Check Meter will be locked or sealed, and the lock or seal may only be broken by a Buyer representative. Seller has the right to be present whenever such lock or seal is broken. Buyer shall replace the Check Meter battery at least once every 36 months; *provided, however*, if the Check Meter battery fails, Buyer shall promptly replace such battery.
 - (c) Use of Check Meter for Back-Up Purposes. Buyer may compare the Check Meter data to the CAISO-Approved Meter data. If the deviation between the CAISO-Approved Meter data (after adjusting for any compensation factors into the CAISO-Approved Meter) and the Check Meter data for any comparison is greater than 0.3%, Buyer shall provide Notice to Seller of such deviation and the Parties shall mutually arrange for a meter check or recertification of the Check Meter or CAISO-Approved Meter, as applicable. Each Party shall bear its own costs for any meter check or recertification. Testing procedures and standards for the Check Meter will be the same as for a comparable Buyer-owned meter. Seller shall have the right to have representatives present during all such tests. For the

avoidance of doubt, the Check Meter is intended to be used for back-up purposes in the event of a failure or other malfunction of the CAISO-Approved Meter, and Check Meter data shall only be used to validate the CAISO-Approved Meter data and, in the event of a failure or other malfunction of the CAISO-Approved Meter, in place of the CAISO-Approved Meter until such time that the CAISO-Approved Meter is checked or recertified.

- 3.09 Provision of Information. Seller shall promptly provide to Buyer all documents reasonably requested by Buyer relating to the Generating Facility (including site plan drawings and single-line diagrams), the administration of this Agreement, or in order for Buyer to comply with any discovery or data request for information from the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal.
- 3.10 Operation. Seller shall:
- (a) Operate the Generating Facility in accordance with Prudent Electrical Practices and the conditions of the Interconnection Agreement;
 - (b) Comply with the requirements set forth in Exhibit C and Exhibit D;
 - (c) Use its commercially reasonable efforts to Operate the Generating Facility so that the Power Product conforms with the Forecast provided in accordance with Exhibit C;
 - (d) Use reasonable efforts to respond to any instruction by Buyer in response to an Emergency;
 - (e) On an annual basis from the Effective Date, provide electronically or in hard copy to Buyer, within 20 days of a request by Notice from Buyer, the following annualized operating records: total annual electricity generation (MWh/year), total annual useful thermal output (MMBtu/year), total annual fuel use (MMBtu-HHV), and fuel conversion factor (pounds of CO₂ per million BTU). Seller shall also maintain and provide electronically or in hard copy to Buyer, within 20 days of a request by Notice from Buyer but not more than once per month, a copy of daily operating records limited to real power production, changes in operating status, and unusual conditions found during inspections.
 - (f) Keep all operating records to the extent required of an Eligible CHP Facility by any applicable CPUC or CEC order;
 - (g) Comply with all NERC reliability standards and requirements applicable to the generator owner and generator operator of the Generating Facility, if any.
- 3.11 Fuel Supply. Seller shall supply all fuel required for the Power Product and any testing of the Generating Facility.
- 3.12 Power Product Curtailments at Request of Buyer. Seller shall promptly curtail the production of the Power Product upon receipt of a notice or instruction from Buyer, where Buyer reasonably believes that curtailment of the Power Product is required to comply with (a) its maintenance requirements and operating orders, or an Emergency. Whenever practicable, Buyer will use commercially reasonable efforts to provide Seller reasonable advance notice of the possibility that a reduction or interruption of deliveries may be required.
- 3.13 Eligible CHP Facility Status.
- (a) To the extent required by Applicable Law, administration of this Agreement or program eligibility guidelines established by the CEC, within thirty (30) Business Days following the Term Start Date or Notice from Buyer, Seller shall provide to Buyer certification from

the CEC that the Generating Facility meets the applicable operating and efficiency standards for Eligible CHP Facilities for the applicable year.

- (b) Seller shall take all necessary steps, including making or supporting timely filings with the appropriate Governmental Authority, in order to maintain certification of the Eligible CHP Facility status of the Generating Facility throughout the Term.
 - (c) Seller shall provide to Buyer all documentation, including calculations and verifiable supporting data provided to the appropriate Governmental Authority, which demonstrates the compliance of the Generating Facility with the Eligible CHP Facility operating and efficiency standards for the applicable year.
- 3.14 Notice of Cessation or Termination of Service Agreements. Seller shall provide Notice to Buyer within one Business Day if there is a termination of, or cessation of service under, any agreement required in order for the Generating Facility to (a) interconnect with the Transmission Provider's electric system, (b) transmit and deliver electric energy to the Delivery Point, or (c) own and operate any CAISO-Approved Meter.
- 3.15 Buyer's Access Rights. Buyer has the right to examine the Site, the Generating Facility and the Operating records for any purpose connected with this Agreement upon providing Seller with reasonable advance Notice under the circumstances.
- 3.16 Planned Outages. Seller shall schedule and utilize all planned outages in accordance with the procedures and subject to the limitations set forth in Exhibit D.
- 3.17 Seller Ownership and Control of Generating Facility. Seller agrees that, in accordance with FERC Order No. 697, upon request of Buyer, Seller shall submit a letter of concurrence in support of an affirmative statement by Buyer that the contractual arrangement set forth in this Agreement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to Order Nos. 652 and 697, claim that the contractual arrangement set forth in this Agreement conveys ownership or control of generation capacity from Seller to Buyer.

ARTICLE FOUR. BUYER'S OBLIGATIONS TO PAY

4.01 Obligation to Pay.

- (a) For Seller's full compensation under this Agreement, during the Term, Buyer shall make a monthly payment (a "Monthly Contract Payment") calculated in accordance with Exhibit B; provided, however, Buyer is not obligated to issue a payment to Seller until the amount due to Seller pursuant to this Agreement exceeds \$50.00, making adjustment for the fees set forth in this Agreement and any applicable tariff charges.
- (b) Subject to Section 4.01(a), Buyer shall provide a payment statement within 30 days after the last Business Day of each calendar month, which statement shall include Buyer's payment to Seller and a calculation thereof.
- (c) If Buyer determines that a calculation of Metered Energy is incorrect as a result of an inaccurate meter reading or the correction of data. Buyer shall recompute the Metered Energy quantity for the period of the inaccuracy based on an adjustment of such inaccurate meter reading. Buyer shall then recompute any payment or payment adjustment affected by such inaccuracy. Any amount due from Buyer to Seller or Seller to Buyer, as the case may be, shall be made as an adjustment to a subsequent monthly statement that is calculated after Buyer's recomputation using corrected measurements. If the

recomputation results in a net amount owed to Buyer after offsetting any amounts owing to Seller as shown on a subsequent monthly statement, any such additional amount still owing to Buyer shall be shown as an adjustment on Seller's statement until such amount is fully collected by Buyer.

- (d) Buyer may deduct amounts that would otherwise be due to Seller under this Agreement from any amounts owing and unpaid by Seller to Buyer arising out of or related to any other agreement, tariff, obligation or liability pertaining to the Generating Facility.
- (e) Except as otherwise provided for in this Agreement, if, within 90 days of receipt of Buyer's payment statement, Seller does not give Notice to Buyer of an error, then Seller shall be deemed to have waived any error in Buyer's statement, computation and payment and the statement shall be conclusively deemed correct and complete. If Seller timely identifies an error in Seller's favor and Buyer agrees that the identified error occurred, Buyer shall reimburse Seller for the amount of the underpayment caused by the error and add the underpayment to a subsequent monthly statement that is calculated. If Seller identifies an error in Buyer's favor and Buyer agrees that the identified error occurred, Seller shall reimburse Buyer for the amount of overpayment caused by the error and Buyer shall apply the overpayment to a subsequent statement that is calculated. If the recomputation results in a net amount still owing to Buyer after applying the overpayment, a subsequent statement shall show a net amount owing to Buyer.
- (f) Notwithstanding anything to the contrary in this Agreement, if any payment statement shows amounts owed by Seller to Buyer, Buyer may, at its option, apply this net amount owing to Buyer in any subsequent monthly statements to Seller or invoice Seller for such amount, in which case Seller must pay the amount owing to Buyer within 20 days of receipt of such invoice.

ARTICLE FIVE. FORCE MAJEURE

- 5.01 No Default for Force Majeure. Neither Party will be in default in the performance of any of its obligations set forth in this Agreement, except for obligations to pay money, when and to the extent failure of performance is caused by Force Majeure.
- 5.02 Requirements Applicable to the Claiming Party. If a Party, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Agreement, such Party (the "Claiming Party") shall be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Agreement by reason of Force Majeure:
- (a) The Claiming Party, within 14 days after the initial occurrence of the claimed Force Majeure, must give the other Party Notice describing the particulars of the occurrence; and
 - (b) The Claiming Party must provide timely evidence reasonably sufficient to establish that the occurrence constitutes Force Majeure as defined in this Agreement.

The suspension of the Claiming Party's performance due to Force Majeure may not be greater in scope or longer in duration than is required by such Force Majeure. In addition, the Claiming Party shall use diligent efforts to remedy its inability to perform. When the Claiming Party is able to resume performance of its obligations under this Agreement, the Claiming Party shall give the other Party prompt Notice to that effect.

- 5.03 Termination. The non-Claiming Party may terminate this Agreement on at least five (5) Business Days' prior Notice, in the event of Force Majeure which materially interferes with such Party's

ability to perform its obligations under this Agreement and which extends for more than 365 consecutive days, or for more than a total of 365 days in any consecutive 540-day period.

ARTICLE SIX. EVENTS OF DEFAULT; REMEDIES

6.01 Events of Default. An “Event of Default” means the occurrence of any of the following:

- (a) With respect to either Party (a “Defaulting Party”):
 - (i) Any representation or warranty made by such Party in this Agreement is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature, if such misrepresentation or breach of warranty is not remedied within 10 Business Days after Notice from the Non-Defaulting Party to the Defaulting Party;
 - (ii) Except for an obligation to make payment when due, the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default or to the extent excused by a Force Majeure) if such failure is not remedied within 30 days after Notice of such failure is provided by the Non-Defaulting Party to the Defaulting Party, which Notice sets forth in reasonable detail the nature of the Event of Default;
 - (iii) A Party fails to make when due any payment (other than amounts disputed in accordance with the terms of this Agreement) due and owing under this Agreement and such failure is not cured within five Business Days after Notice is provided by the Non-Defaulting Party to the Defaulting Party of such failure;
 - (iv) A Party becomes Bankrupt; or
 - (v) A Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another Person and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee Person fails to assume all the obligations of such Party under this Agreement either by operation of law or pursuant to an agreement reasonably satisfactory to the other Party.
- (b) With respect to Seller:
 - (i) The total quantity of Metered Energy in any Term Year is less than 10% of the Expected Term Year Energy Production;
 - (ii) Seller delivers, Schedules, or attempts to deliver or Schedule at the Delivery Point for sale under this Agreement, electric energy that was not generated by the Generating Facility;
 - (iii) The Term Start Date does not occur within 18 months of the Effective Date, if Seller is a New Eligible CHP Facility, or within 6 months of the Effective Date, if Seller is an Existing Eligible CHP Facility; *provided, however*, that this 18-month or 6-month period shall be extended on a day-for-day basis for any delay caused solely by Buyer’s failure to perform its obligation(s) under this Agreement or excused solely as a result of Force Majeure as to which Seller is the Claiming Party (subject to Section 5.03), as to which, in either case, Seller has notified Buyer of the new expected Term Start Date;

- (iv) Termination of, or cessation of service under, any agreement necessary for the interconnection of the Generating Facility to the Transmission Provider's electric system or for metering the Metered Energy, and such service is not reinstated, or alternative arrangements implemented, within 120 days after such termination or cessation;
- (v) Seller materially fails to comply with any provision of Exhibit C and such failure is not cured within 30 days after Notice is provided by Buyer to Seller;
- (vi) Subject to Section 3.15, Seller fails to maintain its status as an Eligible CHP Facility during the Term; or
- (vii) Seller fails to maintain Full Capacity Deliverability Status during the Term.

6.02 Site Host Changes. Notwithstanding Section 6.01 above, with respect to Seller, an Event of Default shall not include (a) cessation of operation by the Site Host, or (b) the inability of Site Host to use the waste heat from the Generating Facility in a manner that is consistent with the requirements of the Act. If the Site Host ceases operation or is unable to use the waste heat from the Generating Facility in a manner that is consistent with the Act for a period of 365 days or more, either Party may terminate this Agreement. If Seller terminates this Agreement pursuant to this Section 6.02, then Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity, or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one year following the effective date of such termination.

6.03 Early Termination. If an Event of Default has occurred, there will be no opportunity for cure except as specified in Section 6.01. The Party not in default (the "Non-Defaulting Party") will have the right to (a) designate by no more than twenty (20) days' Notice to the Defaulting Party a date for the early termination of this Agreement (an "Early Termination Date"), (b) immediately suspend performance under this Agreement, and (c) pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), subject to the terms of this Agreement.

ARTICLE SEVEN. MISCELLANEOUS

7.01 Representations, Warranties and Covenants. On the Effective Date, each Party represents, warrants, and covenants to the other Party that:

- (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

- (b) It has or will timely acquire all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;
- (c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Laws;
- (d) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms;
- (e) There is not pending, or to its knowledge, threatened against it or, in the case of Seller, any of its Affiliates, any legal proceeding that could materially adversely affect its ability to perform under this Agreement;
- (f) It is acting for its own account, and its decision to enter into this Agreement is based on its own judgment, not in reliance upon the advice or recommendations of the other Party and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement; and
- (g) It has not relied on any promises, representations, statements or information of any kind that are not contained in this Agreement in deciding to enter into this Agreement.

7.02 Additional Representations, Warranties, and Covenants by Seller. Seller represents, warrants and covenants to Buyer that:

- (a) It does not, and will not (i) convey, transfer, allocate, designate, award, report or otherwise provide any or all of the Product, or any portion thereof, or any benefits derived therefrom, to any party other than Buyer, or (ii) start-up or Operate the Generating Facility per instruction of or for the benefit of any third party, except in order to satisfy the Site Host Load, or as required by other Applicable Laws.
- (b) Throughout the Term: (i) it or its subcontractors will own or lease and Operate the Generating Facility; (ii) it will deliver the Product to Buyer free and clear of all liens, security interests, Claims and encumbrances or any interest therein or thereto by any Person; (iii) it will hold the rights to all of the Product; (iv) the Generating Facility will maintain its qualification as an Eligible CHP Facility; and (v) the Generating Facility will meet all applicable greenhouse gas emissions standards, as such standards may change from time to time.

7.03 Indemnity.

- (a) Each Party as indemnitor shall defend, save harmless and indemnify the other Party and the directors, officers, employees, and agents of such other Party against and from any and all loss, liability, damage, Claim, cost, charge, demand, or expense (including any direct, indirect, or consequential loss, liability, damage, Claim, cost, charge, demand, or expense, including reasonable attorneys' fees) for injury or death to Persons, including employees of either Party, and physical damage to property including property of either Party arising out of or in connection with the negligence or willful misconduct of the indemnitor relating to its obligations under this Agreement. This indemnity applies notwithstanding the active or passive negligence of the indemnitee. However, neither Party is indemnified under this Agreement for its loss, liability, damage, Claim, cost, charge, demand or expense to the extent resulting from its own gross negligence or willful misconduct.
- (b) Each Party releases and shall defend, save harmless and indemnify the other Party from any and all loss, liability, damage, Claim, cost, charge, demand or expense arising out of or in connection with any breach made by the indemnifying Party of its representations, warranties and covenants in Section 7.01 and Section 7.02. Notwithstanding anything to the contrary in this Agreement, if Seller fails to comply with the provisions of Section 7.10, Seller shall, at its own cost, defend, save harmless and indemnify Buyer, its directors, officers, employees, and agents, assigns, and successors in interest, from and against any and all loss, liability, damage, Claim, cost, charge, demand, or expense of any kind or nature (including any direct, indirect, or consequential loss, damage, Claim, cost, charge, demand, or expense, including reasonable attorneys' fees and other costs of litigation), resulting from injury or death to any Person or damage to any property, including the personnel or property of Buyer, to the extent that Buyer would have been protected had Seller complied with all of the provisions of Section 7.10. The inclusion of this Section 7.03(b) is not intended to create any express or implied right in Seller to elect not to provide the insurance required under Section 7.10.
- (c) Each Party shall defend, save harmless and indemnify the other Party against any taxes imposed by any Governmental Authority on or with respect to the Generating Facility, Monthly Contract Payments made by Buyer to Seller, or the Power Product before the Delivery Point, including ad valorem taxes and other taxes attributable to the Generating Facility, the Site or land rights or interests in the Site or the Generating Facility for which such indemnifying Party is responsible.
- (d) All indemnity rights survive the termination of this Agreement for 12 months.

7.04 Assignment. Seller may not assign this Agreement or its rights under this Agreement without the prior written consent of Buyer, which consent may not be unreasonably withheld; provided, however, that Seller may, without the consent of Buyer (and without relieving Seller from liability

hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its Lender(s) in connection with any financing if (a) such Lender(s) assumes the payment and performance obligations provided under this Agreement with respect to Seller, (b) such Lender(s) agree in writing to be bound by the terms and conditions of this Agreement, and (c) Seller delivers such tax and enforceability assurance as Buyer may reasonably request.

7.05 Governing Law and Jury Trial Waiver. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER ARE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

7.06 Arbitration. Except for matters relating to specific performance, injunctive relief or other equitable remedies, the Parties agree to submit to arbitration any and all matters in dispute or controversy among them concerning the terms of this Agreement. Unless the Parties agree to alternative arrangements, the selection of arbitrators and the procedure shall be in accordance with the commercial arbitration rules then in effect of the Judicial Arbitration and Mediation Services, Inc. Any award rendered shall be final and conclusive upon the Parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the Parties; *provided, however*, that each Party shall pay for and bear the costs of its own experts, evidence and counsel's fees. Notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, the place of the arbitration will be in South Lake Tahoe, California.

7.07 Notices. All Notices shall be made in accordance with this Section 7.07 and Exhibit E. Notices (other than Forecasts and Scheduling requests) shall, unless otherwise specified in this Agreement, be in writing and may be delivered by hand delivery, first class United States mail, overnight courier service, electronic transmission or facsimile. Notices provided in accordance with this Section 7.07 are deemed given as follows: (a) Notice by facsimile, electronic transmission or hand delivery is deemed given at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise are deemed given at the close of business on the next Business Day; (b) Notice by overnight first class United States mail or overnight courier service is deemed given on the next Business Day after such Notice is sent out; and (c) Notice by first class United States mail is deemed given two Business Days after the postmarked date. Notices are effective on the date deemed given, unless a different date for the Notice to go into effect is stated in another section of this Agreement.

7.08 General.

- (a) Except as may otherwise be provided in this Agreement, there is no warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are disclaimed. Liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived unless expressly herein provided. Unless expressly provided for in this Agreement, neither Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages. This Agreement will not be construed against any Party as a result of the preparation, substitution, or other event of negotiation, drafting or execution thereof. Except to the extent provided for in this Agreement, no amendment or modification to this Agreement is enforceable unless reduced to a writing signed by all Parties.
- (b) This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter and constitutes the entire agreement between the Parties relating to its subject matter.
- (c) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- (d) Waiver by a Party of any default by the other Party will not be construed as a waiver of any other default.
- (e) The term “including” when used in this Agreement is by way of example only and will not be considered in any way to be in limitation.
- (f) The word “or” when used in this Agreement includes the meaning “and/or” unless the context unambiguously dictates otherwise.
- (g) Where days are not specifically designated as Business Days, they are calendar days. Where years are not specifically designated as Term Years, they are calendar years.
- (h) This Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties.
- (i) Whenever this Agreement refers to any law, tariff, government department or agency, regional reliability council, Transmission Provider, or credit rating agency, the Parties agree that the reference also refers to any successor to such law, tariff or organization.

- (j) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, an Adobe Acrobat file or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.
- (k) The headings used in this Agreement are for convenience and reference purposes only and will not affect its construction or interpretation. All references to “Sections” and “Exhibits” refer to the corresponding Sections and Exhibits of this Agreement. Unless otherwise specified, all references to “Sections” in Exhibits A through G refer to the corresponding Sections in the main body of this Agreement. Words having well-known technical or industry meanings have such meanings unless otherwise specifically defined in this Agreement.
- (l) Each Party reserves all rights, claims and defenses with respect to this Agreement, CPUC Decision 09-12-042 (as modified by CPUC Decisions 10-04-055, 10-12-055 and 11-04-033), and any application for rehearing, petition for modification, petition for declaratory order, petition for enforcement, or appeal filed with respect to CPUC Decision 09-12-042 (as modified by CPUC Decisions 10-04-055, 10-12-055 and 11-04-033). Nothing in this Agreement affects the remedies either Party may seek in the event any price in the Agreement is found to be in violation of any Applicable Law.

7.09 Confidentiality. Neither Party may disclose any Confidential Information to a third party, other than: (a) to such Party’s employees, Lenders, investors, attorneys, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential; (b) to potential Lenders with the consent of Buyer, which consent will not be unreasonably withheld; (c) to Buyer’s Procurement Review Group, as defined in D.02-08-071, subject to any applicable limitations and subject to a protective order applicable to Buyer’s Procurement Review Group; (d) with respect to Confidential Information, the CPUC, the CEC or the FERC, under seal for any regulatory purpose, including policymaking, but only provided that the confidentiality protections from the CPUC under Section 583 of the California Public Utilities Code or other statute, order or rule offering comparable confidentiality protection are in place before the communication of such Confidential Information; (e) in order to comply with any Applicable Law, or order issued by a court or entity with competent jurisdiction over the disclosing party; and (f) in order to comply with any Applicable Law, including applicable regulation, rule, subpoena, or order of the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal, or any discovery or data request of the CPUC. In connection with requirements, requests or orders to produce documents or information in the circumstances provided in Section 7.09(f), each Party shall use reasonable efforts to (i) notify the other Party before disclosing the Confidential Information, and (ii) prevent or limit such disclosure.

7.10 Insurance.

(a) General Liability Coverage.

- (i) Seller shall maintain during the performance hereof, General Liability Insurance of not less than \$1,000,000 if the Facility's Nameplate is over 100 kW, \$500,000 if the Facility's Nameplate is over 20 kW to 100kW or \$100,000 if the Facility's Nameplate is 20 kW or below of combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence.
- (ii) General Liability Insurance shall include coverage for Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations.
- (iii) Such insurance shall provide for thirty (30) days written notice to Buyer prior to cancellation, termination, alteration, or material change of such insurance.

(b) Additional Insurance Provisions.

- (i) Evidence of coverage described above in Paragraph (a) shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Buyer.
- (ii) Buyer shall have the right to inspect or obtain a copy of the original policy(ies) of insurance.
- (iii) Seller shall furnish the required certificates and endorsements to Buyer prior to commencing operation.
- (iv) All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Liberty Utilities (CalPeco Electric) LLC
Attention: Sr. Manager, Finance, Accounting and Regulatory
933 Eloise Avenue
South Lake Tahoe, CA 96150

7.11 Simple Interest Payments. Except as specifically provided in this Agreement, any outstanding and past due amounts owing and unpaid by either Party under the terms of this Agreement shall be eligible to receive a Simple Interest Payment calculated using the Interest Rate for the number of days between the date due and the date paid.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

[SELLER'S NAME],

[BUYER'S NAME],

a [Seller's business registration]

Liberty Utilities (CalPEco Electric) LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Definitions

For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Exhibit A:

“Act” has the meaning set forth in the Recitals.

“Affiliate” means, with respect to a Party, any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such Party. For purposes of this definition, “control” means the direct or indirect ownership of 50% or more of the outstanding capital stock or other equity interests having ordinary voting power.

“Agreement” has the meaning set forth in the Preamble.

“Applicable Law” means all constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to any Party, the Generating Facility or the terms of this Agreement.

“As-Available Contract Capacity” means the electric energy generating capacity that Seller provides on an as-available basis for the Power Product, as set forth in Section 1.03, as may be adjusted from time to time.

“Availability Standards” means the standards set forth in the CAISO Tariff setting forth criteria for determining if a Resource Adequacy Resource is subject to Non-Availability Charges or Availability Incentive Payments under the CAISO Tariff.

“Average Higher Heating Value MPR Heat Rate” means the heat rate equal to 6,924 Btu/kWh, or 6.924 MMBtu/MWh, per CPUC Resolution E-4298, which heat rate will be modified in this Agreement if there is any modification thereto by the CPUC or other authorized Governmental Authority.

“Bankrupt” means with respect to any Person, such Person:

- (a) Files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it (which petition is not dismissed within 90 days);
- (b) Makes an assignment or any general arrangement for the benefit of creditors;
- (c) Otherwise becomes bankrupt or insolvent (however evidenced);
- (d) Has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or
- (e) Is generally unable to pay its debts as they fall due.

“Business Day” means any day except a Saturday, Sunday, the Friday after the United States Thanksgiving holiday, or a Federal Reserve Bank holiday that begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice or payment or performing a specified action.

“Buyer” has the meaning set forth in the Preamble.

“CAISO” means the California Independent System Operator Corporation.

“CAISO-Approved Meter” means any revenue quality, electric energy measurement meter system(s), including all associated metering transformers and related appurtenances, as required by the CAISO (or, to the extent that the CAISO’s metering requirement does not apply, Prudent Electrical Practices) and furnished by Seller, and which (a) is designed, manufactured and installed in accordance with the CAISO’s metering requirements, or, to the extent that the CAISO’s metering requirements do not apply, Prudent Electrical Practices, and (b) is a time-of-use meter capable of measuring the net electric energy output from the Generating Facility.

“CEC” means the California Energy Commission.

“Check Meter” means the Buyer revenue-quality meter section or meter(s), which Buyer may furnish at its discretion, as set forth in Section 3.10(b), and will include those devices normally supplied by Buyer or Seller under the applicable utility electric service requirements.

“Claiming Party” has the meaning set forth in Section 5.02.

“Claims” means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys’ fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed before or after the termination of this Agreement.

“Confidential Information” means all oral or written communications exchanged between the Parties on or after the Effective Date relating to the implementation of this Agreement, including information related to Seller’s compliance with operating and efficiency standards applicable to an Eligible CHP Facility. Confidential Information does not include (i) information which is in the public domain as of the Effective Date or which comes into the public domain after the Effective Date from a source other than from the other Party, (ii) information which either Party can demonstrate in writing was already

known to such Party on a non-confidential basis before the Effective Date, (iii) information which comes to a Party from a bona fide third-party source not under an obligation of confidentiality, or (iv) information which is independently developed by a Party without use of or reference to Confidential Information or information containing Confidential Information.

“Control” means the direct or indirect ownership of 20% or more of the outstanding capital stock or other equity interests having ordinary voting power

“CPUC” means the California Public Utilities Commission.

“Defaulting Party” has the meaning set forth in Section 6.01(a).

“Delivery Point” has the meaning set forth in Section 1.06.

“Direct GHG Compliance Costs” mean any taxes, charges or fees imposed by an authorized Governmental Authority with jurisdiction over the Seller or the Generating Facility, and levied directly on the Generating Facility for GHG emissions attributable to its Operations.

“Early Termination Date” has the meaning set forth in Section 6.03(a).

“Effective Date” has the meaning set forth in the Preamble.

“Eligible CHP Facility” means a facility, as defined by Public Utilities Code Section 2840.2, subdivisions (a) and (b) that, (1) meets the guidelines established by the California Energy Commission pursuant to Public Utilities Code § 2843, and (2) meets the requirements of 18 Code of Federal Regulations § 292.201, et seq., unless Seller is a public agency exempt from FERC jurisdiction under 16 United States Code (“USC”) § 824(f).

“Emergency” means an actual or imminent condition or situation which (a) is defined and declared by the Buyer, (b) jeopardizes the integrity or reliability of the Buyer’s electric system, (c) requires automatic or immediate manual action to prevent or limit loss of load or generation supply, or (d) poses a threat to public safety.

“Event of Default” has the meaning set forth in Section 6.01.

“Existing Eligible CHP Facility” means an Eligible CHP Facility that first commenced Operation on or after January 1, 2008 but before the Effective Date.

“Expected Term Year Energy Production” means the Metered Energy quantity expected to be produced by the Generating Facility during each Term Year, as set forth in Section 1.05.

“FERC” means the Federal Energy Regulatory Commission.

“Forced Outage” has the meaning set forth in the CAISO Tariff.

“Force Majeure” means any event or circumstance (that is not anticipated as of the Effective Date) to the extent beyond the control of, and not the result of the negligence of, or caused by, the Party seeking to have its performance obligation excused thereby, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome. Force Majeure does not include: (a) a failure of performance of any other Person, including any Person providing electric transmission service or fuel transportation to the Generating Facility, except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure; (b) failure to timely apply for or obtain Permits or other credits required to Operate the Generating Facility (provided, however, that failure or delay in the granting of permits, to the extent such failure or delay is not caused by action or inaction of Seller, qualifies as a Force Majeure for purposes of this Agreement); (c) breakage or malfunction of equipment (except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure); or (d) a lack of fuel of an inherently intermittent nature such as wind, water, solar radiation or waste gas or waste derived fuel.

“Forecast” means the hourly forecast of the total electric energy production of the Generating Facility (in MWh) when the Generating Facility is not PIRP-eligible, net of the Site Host Load and Station Use, or (b) the available total generation capacity of the Generating Facility (in MW) when the Generating Facility is PIRP-eligible, net of the Site Host Load and Station Use.

“Free Allowance” means any GHG Emissions Allowance freely allocated to Seller or the Generating Facility by CARB or an authorized Governmental Authority (or any entity authorized by such Governmental Authority).

“Generating Facility” means the Generating Unit(s) comprising Seller’s power plant (as more particularly described in Section 1.02 and Exhibit F, including all other materials, equipment, systems, structures, features and improvements necessary to produce electric energy and thermal energy, excluding the Site, land rights and interests in land.

“Generating Unit” means one or more generating equipment combinations typically consisting of prime mover(s), electric generator(s), electric transformer(s), steam generator(s) and air emission control devices.

“Generation Operations Center” means the location of Buyer’s real-time operations personnel.

“GHG” is an abbreviation for “greenhouse gas”, which means emissions released into the atmosphere of carbon dioxide (CO₂), nitrous oxide (N₂O) and methane (CH₄), which are produced as the result of combustion or transport of fossil fuels. Other greenhouse gases may include hydrofluorocarbons (HFCs), perfluorocarbons (PFCs) and sulfur hexafluoride (SF₆), which are generated in a variety of

industrial processes. Greenhouse gases may be defined or expressed in terms of a metric ton of CO₂-equivalent, in order to allow comparison between the different effects of gases on the environment; provided, however, that the definition of the term “Greenhouse Gas”, as set forth in the immediately preceding sentence, shall be deemed revised to include any update or other change to such term by the CARB or any other Governmental Authority.

“GHG Emissions Allowance” means a limited tradable authorization (whether in the form of a credit, allowance, or other similar right), allocated to, issued to or purchased by, Seller, the Site Host or an Affiliate of Seller, which respect to the Generating Facility, to emit one metric ton of GHG, in accordance with a cap-and-trade program in California for the regulation of GHG, as established by CARB (or by a different Governmental Authority pursuant to federal or state legislation), and as applied to the GHG emitted by the Generating Facility.

“GHG Emissions Cap” means the product of (a) the rate for tonnes of CO₂ per MMBtu of natural gas, 0.0531 tonnes/MMBtu, times (b) the Average Higher Heating Value MPR Heat Rate in MMBtu/MWh.

“Governmental Authority” means (a) any federal, state, local, municipal or other government, (b) any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or (c) any court or governmental tribunal.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

- (1) Any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
- (2) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;
- (3) The reporting rights to these avoided emissions, such as Green Tag Reporting Rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy.

Green Attributes do not include:

- (i) Any energy, capacity, reliability or other power attributes from the Project,
- (ii) Production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation,
- (iii) Fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or
- (iv) Emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

“High-Value Area” has the meaning set forth in Section 6 of Exhibit B.

“Host Site” means the site at which the Site Host Load is consumed, including real property, facilities and equipment owned or operated by the Site Host or its Affiliates located at such site.

“Interconnection Agreement” means the agreement specifying the technical and operational issues of connecting the generator to the Buyer’s electrical distribution system and the template for such agreement is per Rule 21, tariff sheet starting at 269

“Interest Rate” means an annual rate equal to the rate published in The Wall Street Journal as the “Prime Rate” (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due plus two percentage points; *provided, however*, that in no event shall the Interest Rate exceed the maximum interest rate permitted by Applicable Laws.

“Lender” means any financial institutions or successors in interest or assignees that provides development, bridge, construction, permanent debt or tax equity financing or refinancing for the Generating Facility to Seller.

“Metered Energy” means the total electric energy, expressed in kWh, in excess of Station Use and Site Host Load and measured by the CAISO-Approved Meter(s) (after adjusting for any compensation factors into the CAISO-Approved Meter(s)) or Check Meter(s), as applicable, at the Generating Facility for the specified Metering Interval.

“Metering Interval” means the smallest measurement time period over which data are recorded by the CAISO-Approved Meters or Check Meters, as applicable.

“Monthly Contract Payment” has the meaning set forth in Section 4.01(a).

“NERC” means the North American Electric Reliability Corporation.

“New Eligible CHP Facility” means an Eligible CHP Facility that commences Operation after the Effective Date.

“Non-Defaulting Party” has the meaning set forth in Section 6.03.

“Notice” means notices, requests, statements or payments provided in accordance with Section 7.07 and Exhibit E.

“NV-Energy” means the power transmission and energy supply company that the Buyer is connected to.

“Operate” means to provide all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Generating Facility in order to produce the Power Product in accordance with Prudent Electrical Practices.

“Outage Schedule” has the meaning set forth in Section 2(a) of Exhibit D.

“Outage Schedule Submittal Requirements” describes the obligations of Seller to submit maintenance and planned outage schedules (as defined in the CAISO Tariff under WECC rules) to Buyer in accordance with Exhibit D.

“PPA Agreement” means Service Agreement between Sierra Pacific Power Company and Liberty Utilities (CalPeco Electric) LLC dated April 22, 2009 and its renewal

“Parallel Operation” means the Generating Facility’s electrical apparatus is connected to the Transmission Provider’s system and the circuit breaker at the point of common coupling is closed. The Generating Facility may be producing electric energy or consuming electric energy at such time.

“Party” has the meaning set forth in the Preamble.

“Peak Months” means [].

“Permits” means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, , in order to develop, construct, Operate, maintain, improve, refurbish or retire the Generating Facility or to Forecast or deliver the electric energy produced by the Generating Facility to Buyer.

“Person” means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Authority.

“Power Product” means (a) the As-Available Contract Capacity and (b) all electric energy produced by the Generating Facility, net of all Station Use and any and all of the Site Host Load.

“Power Rating” means the electrical power output value indicated on the generating equipment nameplate.

“Product” means the Power Product and Green Attributes

“Project” means the Generating Facility.

“Prudent Electrical Practices” means those practices, methods and acts that would be implemented and followed by prudent operators of electric generating facilities in the Western United States, similar to the Generating Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time a decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety. Prudent Electrical Practices includes, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with the manufacturer’s warranties, restrictions in this Agreement, and the requirement of Governmental Authorities, WECC standards, the CAISO and Applicable Laws. Prudent Electrical Practices shall include taking reasonable steps to ensure that: (a) equipment, materials, resources and supplies, including spare parts inventories, are available to meet the Generating Facility’s needs; (b) sufficient operating personnel are available at all times and are adequately experienced, trained and licensed as necessary to Operate the Generating Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Generating Facility and Emergencies whether caused by events on or off the Site; (c) preventative, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Generating Facility, and are performed by knowledgeable, trained and experienced personnel utilizing proper equipment and tools; (d) appropriate monitoring and testing are performed to ensure equipment is functioning as designed; (e) equipment is not operated in a reckless manner, in violation of manufacturer’s guidelines or in a manner unsafe to workers, the general public or the Transmission Provider’s electric system, or contrary to environmental laws, permits or regulations or without regard to defined limitations, such as flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational

speed, polarity, synchronization, and control system limits; and (f) equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generation operations in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.

“PPT” means Pacific Daylight time when California observes Daylight Savings Time and Pacific Standard Time otherwise.

“Renewable Energy Credit” has the meaning set forth in Public Utilities Code Section 399.12(g), as may be amended from time to time or as further defined or supplemented by Applicable Law.

“Schedule” means the action of the Buyer, or its designated representatives, of preparing a schedule based on Seller’s forecast and notifying, requesting the electric energy delivered from the Generating Facility.

“SC Set-Up Fee” has the meaning set forth in Section 1.08.

“Seller” has the meaning set forth in the Preamble.

“Simple Interest Payment” means a dollar amount calculated by multiplying the: (a) dollar amount on which the Simple Interest Payment is based; by (b) the Interest Rate; by (c) the result of dividing the number of days in the calculation period by 360.

“Site” means the real property on which the Generating Facility is located, as further described in Section 1.02 and Exhibit F.

“Site Control” means that Seller (a) owns the Site, (b) is the lessee of the Site under a lease, the term of which begins on or before the Term Start Date and extends at least through the Term End Date, (c) is the holder of a right-of-way grant or similar instrument with respect to the Site, or (d) is managing partner or other Person authorized to act in all matters relating to the control and Operation of the Site and Generating Facility.

“Site Host” means any Person purchasing or otherwise using the Site Host Load or thermal energy output from the Generating Facility.

“Site Host Load” means the electric energy and capacity produced by or associated with the Generating Facility that serves electrical loads (that are not Station Use) of Seller or one or more third parties pursuant to California Public Utilities Code Section 218(b).

“Station Use” means the electric energy produced by the Generating Facility that is used within the Generating Facility to power the lights, motors, control systems and other electrical loads that are

necessary for Operation, including transformation losses to power such equipment and other necessary loads.

“Telemetry System” means a system of electronic components that interconnects the Buyer and the Generating Facility.

“Term” has the meaning set forth in Section 1.01.

“Term End Date” has the meaning set forth in Section 1.01.

“Term Start Date” has the meaning set forth in Section 1.01.

“Term Year” means a 12-month period beginning on the first day of the Term and each successive 12-month period thereafter.

“WECC” means the Western Electricity Coordinating Council.

*** *End of Exhibit A* ***

EXHIBIT B

1. Monthly Payment based upon on Avoided Cost

Liberty Utilities has procured all of its transmission and electrical commodity, including its renewable power, from NV Energy through a PPA Agreement

The PPA with NV Energy delivers power to Liberty Utilities based on 2 prices. These rates are derived (on a monthly basis) as follows:

$$\text{Rate} = 80\%^* \left| \frac{\text{Net F \& PP Cost} - \text{Renewable Cost}}{\text{Net System MWh} - \text{Renewable MWh}} \right| + 20\%^* \left| \frac{\text{Renewable Cost}}{\text{Renewable MWh}} \right|$$

Where:

“**Net F&PP Cost**” is the total net system fuel and purchased power cost for NV Energy, excluding the cost for any purchased power contracts from coal-fired resources. Net fuel and purchased power costs shall include costs in FERC accounts 501, 547, 555, and 565, less revenues received from non-requirements sales for resale in FERC account 447.

“**Renewable Cost**” is the total cost for renewable energy purchased by NV Energy.

“**Net System MWh**” is the total system energy produced and purchased by NV Energy, excluding the energy for any purchased power contracts from coal-fired resources, less energy for non-requirements sales for resale.

“**Renewable MWh**” is the total renewable energy purchased by NV Energy.

As a result of this calculation, a monthly energy cost number for non-renewable power and a separate monthly energy cost number for renewable power are derived.

Seller will be paid for its Metered Energy based upon the avoided cost of the non-renewable energy rate for the applicable month.

Seller will be paid for its Metered Energy based upon the avoided cost of the renewable energy rate for the applicable month for any energy that is considered renewable power.

*** End of Exhibit B ***

EXHIBIT C

Seller's Forecasting Submittal and Accuracy Requirements

1. General Requirements. The Parties shall abide by the Forecasting requirements and procedures described below and shall agree upon reasonable changes to these requirements and procedures from time to time as necessary to:
 - (a) Accommodate changes to their respective generation technology and organizational structure; and
 - (b) Address changes in the operating and scheduling procedures of Seller, and Buyer.
2. Forecast of Monthly Energy Deliveries

Month	Average Energy (kWh)
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Seller to provide an estimate of the average monthly Net Output of the Facility, and explain the basis for the estimate. If Buyer finds that Seller's annual generation forecast differs by twenty percent (20%) from Seller's actual annual metered output, then Buyer may request, on an annual basis, that Seller provide an updated generation forecast schedule.

*** End of Exhibit C ***

EXHIBIT D

Outage Schedule Submittal Requirements

1. **General Requirements.** The Parties shall abide by the Outage Schedule Submittal Requirements described below and shall agree upon reasonable changes to these requirements and procedures from time to time, as necessary to (a), accommodate changes to their respective generation technology and organizational structure, and (b) address changes in the operating and scheduling procedures of Seller, Buyer including forecast and outage submissions.
2. **Forecast of Monthly Energy Deliveries**

Month	Average Energy (kWh)
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Seller to provide an estimate of the average monthly Net Output of the Facility, and explain the basis for the estimate. In the event of an unscheduled outage or curtailment exceeding twenty-five (25) percent of the Power Rating (other than curtailments due to lack of motive force), Seller immediately shall notify Buyer of the necessity of such unscheduled outage or curtailment, the time when such has occurred or will occur, and the anticipated duration. Seller shall take all reasonable measures and exercise its best efforts to avoid unscheduled outage or curtailment, to limit the duration of such, and to perform unscheduled maintenance during Non-Peak hours.

3. **Restriction on Planned Outages.** During the Peak Months, Seller may schedule and utilize no more than 12 hours of outages per Peak Month, and only during the non-peak hours of the Peak Months.

**** End of Exhibit D ***

EXHIBIT E
Notice List

[SELLER'S NAME]	Liberty Utilities (CalPeco Electric) LLC
All Notices are deemed provided in accordance with Section 7.07 if made to the address, facsimile numbers or e-mail addresses provided below:	All Notices are deemed provided in accordance with Section 7.07 if made to the address, facsimile numbers or e-mail addresses provided below:
Contract Sponsor: Attn: Street: City: Phone: Facsimile: E-mail:	
Reference Numbers: Duns: Federal Tax ID Number:	
Contract Administration: Attn: Phone: Facsimile: E-mail:	
Forecasting: Attn: Control Room Phone: Facsimile: E-mail:	
Day-Ahead Forecasting: Phone: Facsimile: E-mail:	
Real-Time Forecasting: Phone: Facsimile: E-mail:	

Payment Statements: Attn: Phone: Facsimile: E-mail:	
Payments: Attn: Phone: Facsimile: E-mail:	
Wire Transfer: BNK: ABA: ACCT:	
Credit and Collections: Attn: Phone: Facsimile: E-mail:	
With additional Notices of an Event of Default or Potential Event of Default to: Attn: Phone: Facsimile: E-mail:	
Lender: Attn: Phone: Facsimile: E-mail:	

*** End of Exhibit E ***

EXHIBIT F
Generating Facility and Site Description

1. Generating Facility Description.

{Buyer Comment: Provide description of the Generating Facility equipment, systems, control systems and features, including a site plan drawing and a one-line diagram, and the generator nameplate(s).}

2. Site Description.

{Buyer Comment: Provide a legal description of the Site, including the Site map.}

**** End of Exhibit F ***

POWER PURCHASE AND SALE AGREEMENT
between
LIBERTY UTILITIES (CALPECO ELECTRIC) LLC
and
[SELLER'S NAME]

This Power Purchase and Sale Agreement (this "Agreement") by and between **Liberty Utilities (CalPeco Electric) LLC**, a California limited liability company ("Buyer"), and **[Seller's name]**, a [Seller's form of business entity and state of registration] ("Seller"), is dated as of [Date of execution] (the "Effective Date"). Buyer and Seller are sometimes referred to in this Agreement individually as a "Party" and jointly as the "Parties." Unless the context otherwise specifies or requires, initially capitalized terms used in this Agreement have the meanings set forth in Exhibit A. Exhibits A through F ~~G~~ inclusive are hereby incorporated into and made a part of this Agreement.

RECITALS

- A. On June 26, 2008, the CPUC opened Rulemaking 08-06-024 to implement Assembly Bill 1613 (codified in California Public Utilities Code Section 2840 et. seq.), which establishes the Waste Heat and Carbon Emissions Reductions Act (the "Act").
- B. Buyer is required to offer this Agreement to Seller in order to fulfill Buyer's obligations under the Act and CPUC Decision 09-12-042 (as modified by CPUC Decisions 10-04-055, 10-12-055 and 11-04-033), and Seller desires to accept such offer and enter into this Agreement.

The Parties, intending to be legally bound, agree as follows:

{Buyer Comment: If the Term is greater than or equal to five years and if the Generating Facility provides baseload generation, before executing this Agreement, Seller must provide to Buyer documentation evidencing its compliance with the Greenhouse Gas Emissions Performance Standard set forth in D.07-01-039 and in subsequent CPUC rulings implementing D.07-01-039, and with any subsequent CPUC-established precondition to the execution of this Agreement.}

ARTICLE ONE. SPECIAL CONDITIONS

- 1.01 Term. The term of this Agreement (the "Term") commences on [Date] (the "Term Start Date") and ends on [Date] (the "Term End Date"). The Term Start Date must be on the first day of a calendar month. If the Generating Facility is (a) a New Eligible CHP Facility, the Term Start Date must occur within 18 months of the Effective Date, or (b) an Existing Eligible CHP Facility, the Term Start Date must occur within 6 months of the Effective Date. Subject to the limitation set forth in the immediately preceding sentence, Seller may change the Term Start Date set forth in this Section 1.01 by providing Notice to Buyer at least three months before such Term Start Date. The Term must be no less than one year and no more than 10 years.

- 1.02 Generating Facility. The name of the Generating Facility is [Generating Facility name], which is [a New Eligible CHP Facility] [an Existing Eligible CHP Facility], and which is further described in Exhibit-F G. The Generating Facility is located at [Generating Facility address], which must be located within Buyer's service territory.
- 1.03 As-Available Contract Capacity; Power Rating. The As-Available Contract Capacity equals [] kW. The As-Available Contract Capacity must be less than 500 kW. The Power Rating of the Generating Facility must be less than 500 kW. Seller has no obligation under this Agreement to produce or deliver firm energy or capacity.
- 1.04 Site Host Load. The Site Host Load is expected to equal, on average, [] kW. The amount of electric energy to be used to serve the Site Host Load is expected to equal, on average, [] kWh per Term Year, which amount may change from time to time; *provided, however*, the As-Available Contract Capacity shall always be less than 500 kW.
- 1.05 Expected Term Year Energy Production. The Expected Term Year Energy Production for each Term Year equals [] kWh. The actual energy production of the Generating Facility may change from time to time; *provided, however*, the Expected Term Year Energy Production may not exceed the As-Available Contract Capacity at 100% capacity factor applied over the Term Year.
- 1.06 Delivery Point. The delivery point is the point where Seller's facilities connect with facilities owned by Buyer (the "Delivery Point"). Seller shall convey to Buyer and Buyer shall accept all the As-Available Contract Capacity and associated electric energy from the Generating Facility at the Delivery Point. Title to and risk of loss related to the Power Product shall transfer from Seller to Buyer at the Delivery Point. Line losses attributable to Seller, if any, shall be determined as part of the Interconnection Study.
- 1.07 Power Product Prices. The Monthly Contract Payment for the Power Product is set forth in Exhibit B.
- 1.08 This Contract Capacity available for generation must be approved by NV Energy in accordance with Buyer's obligations as set forth in section 4.5 of the April 22, 2009 PPA Agreement
- 1.09 Seller will sign an Interconnection Agreement, with Buyer in accordance with Rule 21, tariff sheet 269 in conjunction with this agreement and such Interconnection Agreement must be in place and implemented before Capacity power can be purchased by Buyer
- 1.10 GHG Emissions Compliance Costs.
- (a) Buyer shall reimburse Seller for Direct GHG Compliance Costs (other than GHG Emissions Allowances) in accordance with and subject to Section 3.03(a).

(b) With respect payment for GHG Emissions Allowances, Seller elects (check one box only):

_____ To manage its own GHG Emissions Allowances and request reimbursement from Buyer for such GHG Emissions Allowances in accordance with and subject to the requirements of Sections 3.03(b) and (c); or

_____ To have Buyer purchase GHG Emissions Allowances on behalf of Seller upon the CPUC's issuance of guidelines on the mechanics of Buyer's obligations to purchase GHG Emissions Allowances pursuant to CPUC Decision 09-12-042 (as modified by CPUC Decisions 10-04-055, 10-12-055, and 11-04-033). Until such time, Seller shall manage its own GHG Emissions Allowances and request reimbursement from Buyer for such GHG Emissions Allowances in accordance with and subject to the requirements of Sections 3.03(b) and (c).

ARTICLE TWO SELLER'S SATISFACTION OF OBLIGATIONS; TERMINATION

2.01 Seller's Satisfaction of Obligations before the Term Start Date. Before the Term Start Date, Seller must demonstrate to Buyer that the Generating Facility has obtained Full Capacity Deliverability Status and that Seller has satisfied all of the requirements necessary for Seller to Operate the Generating Facility in accordance with the terms of this Agreement (including Section 7.10), Applicable Law, the CAISO Tariff (to the extent possible), NV Energy requirements, and any other applicable tariff, legal, and regulatory requirements.

2.02 Termination Rights of the Parties.

(a). Termination Rights of Seller.

Seller has the right to terminate this Agreement on Notice if Seller's Site Host relocates its business outside the State of California or terminates its business operations in California; *provided, however,* that if Seller terminates this Agreement in accordance with this Section 2.02(a), Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity, or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one year from the effective date of such termination. The termination of this Agreement becomes effective five Business Days after Seller delivers such Notice.

b. Termination Rights of Buyer

Buyer may terminate this Agreement if Seller (1) violates any term of the Interconnection Agreement; (2) disrupts the Buyer's power distribution due to a power quality issue, or (3) fails to operate the Generating Facility in accordance with Prudent Electrical Practices.

c. Event of Default.

- (i) In the event of an uncured Event of Default or an Event of Default for which there is no opportunity for cure permitted in this Agreement, the Non-Defaulting Party may, at its option, terminate this Agreement as set forth in Section 6.03 and, if the Non-Defaulting Party is Buyer, then Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one year following the date of such termination.
- (ii) If Buyer terminates this Agreement in accordance with Section 6.03 as result of an Event of Default by Seller under Section 6.01(b)(vi) due to the Generating Facility being decertified from participation in the Assembly Bill 1613 program, then Seller shall have the right to enter into any applicable mandatory must-purchase contract available to "qualifying cogeneration facilities" (as contemplated in 18 CFR Part 292, Section 292.205) in California, but only to the extent that Seller and the Generating Facility are otherwise eligible for, and satisfy the conditions to enter into any such contract.

~~(d)~~ End of Term. This Agreement terminates at midnight of (i) the Term End Date, or (ii) a termination date agreed to in writing by the Parties.

~~(e)~~ Rights and Obligations Surviving Termination. The rights and obligations of the Parties that are intended to survive a termination of this Agreement are all such rights and obligations that this Agreement expressly provides survive such termination as well as those rights and obligations arising from either Parties' covenants, agreements, representations or warranties applicable to, or to be performed, at, before or as a result of the termination of this Agreement.

ARTICLE THREE. SELLER'S OBLIGATIONS

3.01 Conveyance of the Product. During the Term, Seller shall provide and convey the Product to Buyer in accordance with the terms of this Agreement, and Buyer shall have the exclusive right to the Product. Seller shall, at its own cost, take all reasonable actions and execute all documents or instruments that are reasonable and necessary to effectuate the use of the Green Attributes, for Buyer's benefit throughout the Term.

3.02 GHG Emissions Compliance Costs.

(a) Direct GHG Compliance Costs.

- (i) During the Term, Buyer shall reimburse Seller for any Direct GHG Compliance Costs, other than GHG Emissions Allowances, which are separately addressed in the sections below, attributable to the Generating Facility for GHG emissions associated with the Power Product, within forty-five (45) days of Buyer's receipt from Seller of documentation, in form and substance acceptable to Buyer, establishing that: (1) Seller is actually liable for the Direct GHG Compliance Costs for GHG emissions attributed to the Power Product; and (2) Direct GHG Compliance Costs were imposed upon Seller by an authorized Governmental Authority with jurisdiction to impose Direct GHG Compliance Costs where the Generating Facility is located, or which otherwise has jurisdiction over Seller or the Generating Facility, including NV-Energy.
- (ii) Buyer is not liable for reimbursement to Seller for Direct GHG Compliance Costs for GHG emissions associated with the Power Product if the GHG emissions for which Seller seeks reimbursement exceed the GHG Emissions Cap and based on the actual delivered Power Product.
- (iii) The Generating Facility's GHG emissions shall be allocated between the useful thermal output, the electricity consumed on-site, and the exported Power Product based on the relative BTU content of the end product, consistent with Form CEC-2843, as amended.

(b) GHG Emissions Allowance Costs. Buyer shall bear the cost of GHG Emissions Allowances for GHG emissions attributable to the Generating Facility and associated with the Power Product through either reimbursement, or direct procurement, as indicated in Section 1.09, provided that:

- (i) Seller is actually required to procure such GHG Emissions Allowances for GHG emissions attributed to the Power Product;
- (ii) Such GHG Emissions Allowances compliance requirements were imposed upon Seller by an authorized Governmental Authority with jurisdiction to impose GHG Emissions Allowances requirements where the Generating Facility is located, or which otherwise has jurisdiction over Seller or the Generating Facility;

- (iii) The Generating Facility's GHG emissions, less any Free Allowance for which the Generating Facility is eligible, shall be allocated between the useful thermal output, the electricity consumed on-site, and the exported Power Product based on the relative BTU content of the end product consistent with Form CEC-2843, as amended;
 - (iv) Buyer's responsibility for GHG Emissions Allowances is limited to GHG emissions associated with the Power Product for which the Seller or the Generating Facility was not eligible to receive Free Allowances; and
 - (v) Buyer's responsibility for GHG Emissions Allowances will not exceed the GHG Emissions Cap based on the actual delivered Power Product.
- (c) Reimbursement of Seller for GHG Emissions Allowances. If Seller has elected to manage its own GHG Emissions Allowances in Section 1.09, then, during the Term, Buyer shall reimburse Seller to the extent of Buyer's responsibility for GHG Emissions Allowances in accordance with Section 3.03(b) ("applicable quantity") within forty-five (45) days of Buyer's receipt from Seller of documentation, in form and substance acceptable to Buyer, requesting reimbursement. If the CPUC has specified an index for use in determining the price to be paid for GHG Emissions Allowances, in no event shall Buyer's total payment to Seller for the applicable quantity exceed the total payment that would be due to Seller if the applicable quantity were purchased at the index price at the relevant time period.
- (d) Buyer's Purchase of GHG Emissions Allowances. If Seller has elected to have Buyer purchase GHG Emissions Allowances for the Generating Facility in Section 1.09, then, during the Term and upon the CPUC's issuance of guidelines on the mechanics of Buyer's obligations to purchase GHG Emissions Allowances pursuant to CPUC Decision 09-12042 (as modified by CPUC Decisions 10-04-055, 10-12-055, and 11-04-033), Buyer shall purchase GHG Emissions Allowances for Seller for the applicable quantity for the remainder of the Term in accordance with and subject to such guidelines, as may be revised from time to time.
- 3.03 Exclusive Rights. Notwithstanding anything to the contrary in this Agreement, as of the Effective Date and until the Term End Date, Seller may not use, provide or convey any of the Product to any Person other than Buyer.
- 3.04 Site Control. Within 60 days of the Effective Date and until the Term End Date, Seller shall have Site Control.
- 3.05 Permits. Seller shall obtain and maintain all Permits necessary for the Seller to Operate the Generating Facility and to deliver electric energy from the Generating Facility to the Delivery Point.

- 3.06 Interconnection. Seller shall, at its own cost, obtain and maintain all interconnection rights and an interconnection agreement and any related Governmental Authority approval(s) required to enable interconnection with Buyer's electric system and Parallel Operation of the Generating Facility. Seller shall request Full Capacity Deliverability Status when making any applicable interconnection request.
- 3.07 Generating Facility Modifications. Seller shall provide at least 30 days advance Notice to Buyer before making any material modification to the Generating Facility, which Notice will include a description of any change in actual energy production of the Generating Facility and in the Site Host Load anticipated as a result of the modification. Notwithstanding the foregoing, Seller shall make no modification to the Generating Facility that would prevent Seller from complying with the terms of this Agreement.
- 3.08 Metering.
- (a) CAISO-Approved Meter. Seller shall, at its own cost, install, maintain and test the CAISO-Approved Meter pursuant to the CAISO Tariff or other applicable metering requirements, and each CAISO-Approved Meter shall have net energy capability as required under Public Utilities Code Section 2840.2(b)(2).
 - (b) Check Meter. Buyer may, at its sole cost, furnish and install one or more Check Meters, as applicable, on the high voltage side of the substation associated with the Generating Facility or, if there is not enough space at such substation to install the Check Meter, any other location mutually agreeable to the Parties. The Check Meter shall be interconnected with Buyer's communication network to permit (i) periodic, remote collection of revenue quality meter data, and (ii) back-up real time transmission of operating-quality meter data through the Telemetry System. Buyer shall test and recalibrate the Check Meter at least once every Term Year. The Check Meter will be locked or sealed, and the lock or seal may only be broken by a Buyer representative. Seller has the right to be present whenever such lock or seal is broken. Buyer shall replace the Check Meter battery at least once every 36 months; *provided, however*, if the Check Meter battery fails, Buyer shall promptly replace such battery.
 - (c) Use of Check Meter for Back-Up Purposes. Buyer may compare the Check Meter data to the CAISO-Approved Meter data. If the deviation between the CAISO-Approved Meter data (after adjusting for any compensation factors into the CAISO-Approved Meter) and the Check Meter data for any comparison is greater than 0.3%, Buyer shall provide Notice to Seller of such deviation and the Parties shall mutually arrange for a meter check or recertification of the Check Meter or CAISO-Approved Meter, as applicable. Each Party shall bear its own costs for any meter check or recertification. Testing procedures and standards for the Check Meter will be the same as for a comparable Buyer-owned meter. Seller shall have the right to have representatives present during all such tests. For the

avoidance of doubt, the Check Meter is intended to be used for back-up purposes in the event of a failure or other malfunction of the CAISO-Approved Meter, and Check Meter data shall only be used to validate the CAISO-Approved Meter data and, in the event of a failure or other malfunction of the CAISO-Approved Meter, in place of the CAISO-Approved Meter until such time that the CAISO-Approved Meter is checked or recertified.

- 3.09 Provision of Information. Seller shall promptly provide to Buyer all documents reasonably requested by Buyer relating to the Generating Facility (including site plan drawings and single-line diagrams), the administration of this Agreement, or in order for Buyer to comply with any discovery or data request for information from the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal.
- 3.10 Operation. Seller shall:
- (a) Operate the Generating Facility in accordance with Prudent Electrical Practices and the conditions of the Interconnection Agreement;
 - (b) Comply with the requirements set forth in Exhibit C and Exhibit D;
 - (c) Use its commercially reasonable efforts to Operate the Generating Facility so that the Power Product conforms with the Forecast provided in accordance with Exhibit C;
 - (d) Use reasonable efforts to respond to any instruction by Buyer in response to an Emergency;
 - (e) On an annual basis from the Effective Date, provide electronically or in hard copy to Buyer, within 20 days of a request by Notice from Buyer, the following annualized operating records: total annual electricity generation (MWh/year), total annual useful thermal output (MMBtu/year), total annual fuel use (MMBtu-HHV), and fuel conversion factor (pounds of CO₂ per million BTU). Seller shall also maintain and provide electronically or in hard copy to Buyer, within 20 days of a request by Notice from Buyer but not more than once per month, a copy of daily operating records limited to real power production, changes in operating status, and unusual conditions found during inspections.
 - (f) Keep all operating records to the extent required of an Eligible CHP Facility by any applicable CPUC or CEC order;
 - (g) Comply with all NERC reliability standards and requirements applicable to the generator owner and generator operator of the Generating Facility, if any.
- 3.11 Fuel Supply. Seller shall supply all fuel required for the Power Product and any testing of the Generating Facility.
- 3.12 Power Product Curtailments at Request of Buyer. Seller shall promptly curtail the production of the Power Product upon receipt of a notice or instruction from Buyer, where Buyer reasonably believes that curtailment of the Power Product is required to comply with (a) its maintenance requirements and operating orders, or an Emergency. Whenever practicable, Buyer will use commercially reasonable efforts to provide Seller reasonable advance notice of the possibility that a reduction or interruption of deliveries may be required.
- 3.13 Eligible CHP Facility Status.
- (a) To the extent required by Applicable Law, administration of this Agreement or program eligibility guidelines established by the CEC, within thirty (30) Business Days following the Term Start Date or Notice from Buyer, Seller shall provide to Buyer certification from

the CEC that the Generating Facility meets the applicable operating and efficiency standards for Eligible CHP Facilities for the applicable year.

- (b) Seller shall take all necessary steps, including making or supporting timely filings with the appropriate Governmental Authority, in order to maintain certification of the Eligible CHP Facility status of the Generating Facility throughout the Term.
- (c) Seller shall provide to Buyer all documentation, including calculations and verifiable supporting data provided to the appropriate Governmental Authority, which demonstrates the compliance of the Generating Facility with the Eligible CHP Facility operating and efficiency standards for the applicable year.

- 3.14 Notice of Cessation or Termination of Service Agreements. Seller shall provide Notice to Buyer within one Business Day if there is a termination of, or cessation of service under, any agreement required in order for the Generating Facility to (a) interconnect with the Transmission Provider's electric system, (b) transmit and deliver electric energy to the Delivery Point, or (c) own and operate any CAISO-Approved Meter.
- 3.15 Buyer's Access Rights. Buyer has the right to examine the Site, the Generating Facility and the Operating records for any purpose connected with this Agreement upon providing Seller with reasonable advance Notice under the circumstances.
- 3.16 Planned Outages. Seller shall schedule and utilize all planned outages in accordance with the procedures and subject to the limitations set forth in Exhibit D.
- 3.17 Seller Ownership and Control of Generating Facility. Seller agrees that, in accordance with FERC Order No. 697, upon request of Buyer, Seller shall submit a letter of concurrence in support of an affirmative statement by Buyer that the contractual arrangement set forth in this Agreement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to Order Nos. 652 and 697, claim that the contractual arrangement set forth in this Agreement conveys ownership or control of generation capacity from Seller to Buyer.

ARTICLE FOUR. BUYER'S OBLIGATIONS TO PAY

4.01 Obligation to Pay.

- (a) For Seller's full compensation under this Agreement, during the Term, Buyer shall make a monthly payment (a "Monthly Contract Payment") calculated in accordance with Exhibit B; provided, however, Buyer is not obligated to issue a payment to Seller until the amount due to Seller pursuant to this Agreement exceeds \$50.00, making adjustment for the fees set forth in this Agreement and any applicable tariff charges.
- (b) Subject to Section 4.01(a), Buyer shall provide a payment statement within 30 days after the last Business Day of each calendar month, which statement shall include Buyer's payment to Seller and a calculation thereof.
- (c) If Buyer determines that a calculation of Metered Energy is incorrect as a result of an inaccurate meter reading or the correction of data. Buyer shall recompute the Metered Energy quantity for the period of the inaccuracy based on an adjustment of such inaccurate meter reading. Buyer shall then recompute any payment or payment adjustment affected by such inaccuracy. Any amount due from Buyer to Seller or Seller to Buyer, as the case may be, shall be made as an adjustment to a subsequent monthly statement that is calculated after Buyer's recomputation using corrected measurements. If the

recomputation results in a net amount owed to Buyer after offsetting any amounts owing to Seller as shown on a subsequent monthly statement, any such additional amount still owing to Buyer shall be shown as an adjustment on Seller's statement until such amount is fully collected by Buyer.

- (d) Buyer may deduct amounts that would otherwise be due to Seller under this Agreement from any amounts owing and unpaid by Seller to Buyer arising out of or related to any other agreement, tariff, obligation or liability pertaining to the Generating Facility.
- (e) Except as otherwise provided for in this Agreement, if, within 90 days of receipt of Buyer's payment statement, Seller does not give Notice to Buyer of an error, then Seller shall be deemed to have waived any error in Buyer's statement, computation and payment and the statement shall be conclusively deemed correct and complete. If Seller timely identifies an error in Seller's favor and Buyer agrees that the identified error occurred, Buyer shall reimburse Seller for the amount of the underpayment caused by the error and add the underpayment to a subsequent monthly statement that is calculated. If Seller identifies an error in Buyer's favor and Buyer agrees that the identified error occurred, Seller shall reimburse Buyer for the amount of overpayment caused by the error and Buyer shall apply the overpayment to a subsequent statement that is calculated. If the recomputation results in a net amount still owing to Buyer after applying the overpayment, a subsequent statement shall show a net amount owing to Buyer.
- (f) Notwithstanding anything to the contrary in this Agreement, if any payment statement shows amounts owed by Seller to Buyer, Buyer may, at its option, apply this net amount owing to Buyer in any subsequent monthly statements to Seller or invoice Seller for such amount, in which case Seller must pay the amount owing to Buyer within 20 days of receipt of such invoice.

ARTICLE FIVE. FORCE MAJEURE

- 5.01 No Default for Force Majeure. Neither Party will be in default in the performance of any of its obligations set forth in this Agreement, except for obligations to pay money, when and to the extent failure of performance is caused by Force Majeure.
- 5.02 Requirements Applicable to the Claiming Party. If a Party, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Agreement, such Party (the "Claiming Party") shall be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Agreement by reason of Force Majeure:
- (a) The Claiming Party, within 14 days after the initial occurrence of the claimed Force Majeure, must give the other Party Notice describing the particulars of the occurrence; and
 - (b) The Claiming Party must provide timely evidence reasonably sufficient to establish that the occurrence constitutes Force Majeure as defined in this Agreement.

The suspension of the Claiming Party's performance due to Force Majeure may not be greater in scope or longer in duration than is required by such Force Majeure. In addition, the Claiming Party shall use diligent efforts to remedy its inability to perform. When the Claiming Party is able to resume performance of its obligations under this Agreement, the Claiming Party shall give the other Party prompt Notice to that effect.

- 5.03 Termination. The non-Claiming Party may terminate this Agreement on at least five (5) Business Days' prior Notice, in the event of Force Majeure which materially interferes with such Party's

ability to perform its obligations under this Agreement and which extends for more than 365 consecutive days, or for more than a total of 365 days in any consecutive 540-day period.

ARTICLE SIX. EVENTS OF DEFAULT; REMEDIES

6.01 Events of Default. An “Event of Default” means the occurrence of any of the following:

- (a) With respect to either Party (a “Defaulting Party”):
 - (i) Any representation or warranty made by such Party in this Agreement is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature, if such misrepresentation or breach of warranty is not remedied within 10 Business Days after Notice from the Non-Defaulting Party to the Defaulting Party;
 - (ii) Except for an obligation to make payment when due, the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default or to the extent excused by a Force Majeure) if such failure is not remedied within 30 days after Notice of such failure is provided by the Non-Defaulting Party to the Defaulting Party, which Notice sets forth in reasonable detail the nature of the Event of Default;
 - (iii) A Party fails to make when due any payment (other than amounts disputed in accordance with the terms of this Agreement) due and owing under this Agreement and such failure is not cured within five Business Days after Notice is provided by the Non-Defaulting Party to the Defaulting Party of such failure;
 - (iv) A Party becomes Bankrupt; or
 - (v) A Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another Person and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee Person fails to assume all the obligations of such Party under this Agreement either by operation of law or pursuant to an agreement reasonably satisfactory to the other Party.
- (b) With respect to Seller:
 - (i) The total quantity of Metered Energy in any Term Year is less than 10% of the Expected Term Year Energy Production;
 - (ii) Seller delivers, Schedules, or attempts to deliver or Schedule at the Delivery Point for sale under this Agreement, electric energy that was not generated by the Generating Facility;
 - (iii) The Term Start Date does not occur within 18 months of the Effective Date, if Seller is a New Eligible CHP Facility, or within 6 months of the Effective Date, if Seller is an Existing Eligible CHP Facility; *provided, however*, that this 18-month or 6-month period shall be extended on a day-for-day basis for any delay caused solely by Buyer’s failure to perform its obligation(s) under this Agreement or excused solely as a result of Force Majeure as to which Seller is the Claiming Party (subject to Section 5.03), as to which, in either case, Seller has notified Buyer of the new expected Term Start Date;

- (iv) Termination of, or cessation of service under, any agreement necessary for the interconnection of the Generating Facility to the Transmission Provider's electric system or for metering the Metered Energy, and such service is not reinstated, or alternative arrangements implemented, within 120 days after such termination or cessation;
- (v) Seller materially fails to comply with any provision of Exhibit C and such failure is not cured within 30 days after Notice is provided by Buyer to Seller;
- (vi) Subject to Section 3.15, Seller fails to maintain its status as an Eligible CHP Facility during the Term; or
- (vii) Seller fails to maintain Full Capacity Deliverability Status during the Term.

6.02 Site Host Changes. Notwithstanding Section 6.01 above, with respect to Seller, an Event of Default shall not include (a) cessation of operation by the Site Host, or (b) the inability of Site Host to use the waste heat from the Generating Facility in a manner that is consistent with the requirements of the Act. If the Site Host ceases operation or is unable to use the waste heat from the Generating Facility in a manner that is consistent with the Act for a period of 365 days or more, either Party may terminate this Agreement. If Seller terminates this Agreement pursuant to this Section 6.02, then Seller (or any entity over which Seller or any owner or manager of Seller exercises Control) agrees to waive any right it may have under the Act to enter into any new agreement to sell energy, capacity, or attributes from the Generating Facility to Buyer or any other California investor-owned utility for a period of one year following the effective date of such termination.

6.03 Early Termination. If an Event of Default has occurred, there will be no opportunity for cure except as specified in Section 6.01. The Party not in default (the "Non-Defaulting Party") will have the right to (a) designate by no more than twenty (20) days' Notice to the Defaulting Party a date for the early termination of this Agreement (an "Early Termination Date"), (b) immediately suspend performance under this Agreement, and (c) pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), subject to the terms of this Agreement.

ARTICLE SEVEN. MISCELLANEOUS

7.01 Representations, Warranties and Covenants. On the Effective Date, each Party represents, warrants, and covenants to the other Party that:

- (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

- (b) It has or will timely acquire all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;
- (c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Laws;
- (d) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms;
- (e) There is not pending, or to its knowledge, threatened against it or, in the case of Seller, any of its Affiliates, any legal proceeding that could materially adversely affect its ability to perform under this Agreement;
- (f) It is acting for its own account, and its decision to enter into this Agreement is based on its own judgment, not in reliance upon the advice or recommendations of the other Party and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement; and
- (ga) It has not relied on any promises, representations, statements or information of any kind that are not contained in this Agreement in deciding to enter into this Agreement.

7.02 Additional Representations, Warranties, and Covenants by Seller. Seller represents, warrants and covenants to Buyer that:

- (a) It does not, and will not (i) convey, transfer, allocate, designate, award, report or otherwise provide any or all of the Product, or any portion thereof, or any benefits derived therefrom, to any party other than Buyer, or (ii) start-up or Operate the Generating Facility per instruction of or for the benefit of any third party, except in order to satisfy the Site Host Load, or as required by other Applicable Laws.
- (b) Throughout the Term: (i) it or its subcontractors will own or lease and Operate the Generating Facility; (ii) it will deliver the Product to Buyer free and clear of all liens, security interests, Claims and encumbrances or any interest therein or thereto by any Person; (iii) it will hold the rights to all of the Product; (iv) the Generating Facility will maintain its qualification as an Eligible CHP Facility; and (v) the Generating Facility will meet all applicable greenhouse gas emissions standards, as such standards may change from time to time.

7.03 Indemnity.

- (a) Each Party as indemnitor shall defend, save harmless and indemnify the other Party and the directors, officers, employees, and agents of such other Party against and from any and all loss, liability, damage, Claim, cost, charge, demand, or expense (including any direct, indirect, or consequential loss, liability, damage, Claim, cost, charge, demand, or expense, including reasonable attorneys' fees) for injury or death to Persons, including employees of either Party, and physical damage to property including property of either Party arising out of or in connection with the negligence or willful misconduct of the indemnitor relating to its obligations under this Agreement. This indemnity applies notwithstanding the active or passive negligence of the indemnitee. However, neither Party is indemnified under this Agreement for its loss, liability, damage, Claim, cost, charge, demand or expense to the extent resulting from its own gross negligence or willful misconduct.
- (b) Each Party releases and shall defend, save harmless and indemnify the other Party from any and all loss, liability, damage, Claim, cost, charge, demand or expense arising out of or in connection with any breach made by the indemnifying Party of its representations, warranties and covenants in Section 7.01 and Section 7.02. Notwithstanding anything to the contrary in this Agreement, if Seller fails to comply with the provisions of Section 7.10, Seller shall, at its own cost, defend, save harmless and indemnify Buyer, its directors, officers, employees, and agents, assigns, and successors in interest, from and against any and all loss, liability, damage, Claim, cost, charge, demand, or expense of any kind or nature (including any direct, indirect, or consequential loss, damage, Claim, cost, charge, demand, or expense, including reasonable attorneys' fees and other costs of litigation), resulting from injury or death to any Person or damage to any property, including the personnel or property of Buyer, to the extent that Buyer would have been protected had Seller complied with all of the provisions of Section 7.10. The inclusion of this Section 7.03(b) is not intended to create any express or implied right in Seller to elect not to provide the insurance required under Section 7.10.
- (c) Each Party shall defend, save harmless and indemnify the other Party against any taxes imposed by any Governmental Authority on or with respect to the Generating Facility, Monthly Contract Payments made by Buyer to Seller, or the Power Product before the Delivery Point, including ad valorem taxes and other taxes attributable to the Generating Facility, the Site or land rights or interests in the Site or the Generating Facility for which such indemnifying Party is responsible.
- (d) All indemnity rights survive the termination of this Agreement for 12 months.

7.04 Assignment. Seller may not assign this Agreement or its rights under this Agreement without the prior written consent of Buyer, which consent may not be unreasonably withheld; provided, however, that Seller may, without the consent of Buyer (and without relieving Seller from liability

hereunder), transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to its Lender(s) in connection with any financing if (a) such Lender(s) assumes the payment and performance obligations provided under this Agreement with respect to Seller, (b) such Lender(s) agree in writing to be bound by the terms and conditions of this Agreement, and (c) Seller delivers such tax and enforceability assurance as Buyer may reasonably request.

- 7.05 Governing Law and Jury Trial Waiver. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER ARE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.
- 7.06 Arbitration. Except for matters relating to specific performance, injunctive relief or other equitable remedies, the Parties agree to submit to arbitration any and all matters in dispute or controversy among them concerning the terms of this Agreement. Unless the Parties agree to alternative arrangements, the selection of arbitrators and the procedure shall be in accordance with the commercial arbitration rules then in effect of the Judicial Arbitration and Mediation Services, Inc. Any award rendered shall be final and conclusive upon the Parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the Parties; *provided, however*, that each Party shall pay for and bear the costs of its own experts, evidence and counsel's fees. Notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, the place of the arbitration will be in South Lake Tahoe, California.
- 7.07 Notices. All Notices shall be made in accordance with this Section 7.07 and Exhibit EF. Notices (other than Forecasts and Scheduling requests) shall, unless otherwise specified in this Agreement, be in writing and may be delivered by hand delivery, first class United States mail, overnight courier service, electronic transmission or facsimile. Notices provided in accordance with this Section 7.07 are deemed given as follows: (a) Notice by facsimile, electronic transmission or hand delivery is deemed given at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise are deemed given at the close of business on the next Business Day; (b) Notice by overnight first class United States mail or overnight courier service is deemed given on the next Business Day after such Notice is sent out; and (c) Notice by first class United States mail is deemed given two Business Days after the postmarked date. Notices are effective on the date deemed given, unless a different date for the Notice to go into effect is stated in another section of this Agreement.

7.08 General.

- (a) Except as may otherwise be provided in this Agreement, there is no warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are disclaimed. Liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived unless expressly herein provided. Unless expressly provided for in this Agreement, neither Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages. This Agreement will not be construed against any Party as a result of the preparation, substitution, or other event of negotiation, drafting or execution thereof. Except to the extent provided for in this Agreement, no amendment or modification to this Agreement is enforceable unless reduced to a writing signed by all Parties.
- (b) This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter and constitutes the entire agreement between the Parties relating to its subject matter.
- (c) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- (d) Waiver by a Party of any default by the other Party will not be construed as a waiver of any other default.
- (e) The term “including” when used in this Agreement is by way of example only and will not be considered in any way to be in limitation.
- (f) The word “or” when used in this Agreement includes the meaning “and/or” unless the context unambiguously dictates otherwise.
- (g) Where days are not specifically designated as Business Days, they are calendar days. Where years are not specifically designated as Term Years, they are calendar years.
- (h) This Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties.
- (i) Whenever this Agreement refers to any law, tariff, government department or agency, regional reliability council, Transmission Provider, or credit rating agency, the Parties agree that the reference also refers to any successor to such law, tariff or organization.

- (j) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, an Adobe Acrobat file or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.
- (k) The headings used in this Agreement are for convenience and reference purposes only and will not affect its construction or interpretation. All references to “Sections” and “Exhibits” refer to the corresponding Sections and Exhibits of this Agreement. Unless otherwise specified, all references to “Sections” in Exhibits A through G refer to the corresponding Sections in the main body of this Agreement. Words having well-known technical or industry meanings have such meanings unless otherwise specifically defined in this Agreement.
- (l) Each Party reserves all rights, claims and defenses with respect to this Agreement, CPUC Decision 09-12-042 (as modified by CPUC Decisions 10-04-055, 10-12-055 and 11-04-033), and any application for rehearing, petition for modification, petition for declaratory order, petition for enforcement, or appeal filed with respect to CPUC Decision 09-12-042 (as modified by CPUC Decisions 10-04-055, 10-12-055 and 11-04-033). Nothing in this Agreement affects the remedies either Party may seek in the event any price in the Agreement is found to be in violation of any Applicable Law.

7.09 Confidentiality. Neither Party may disclose any Confidential Information to a third party, other than: (a) to such Party’s employees, Lenders, investors, attorneys, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential; (b) to potential Lenders with the consent of Buyer, which consent will not be unreasonably withheld; (c) to Buyer’s Procurement Review Group, as defined in D.02-08-071, subject to any applicable limitations and subject to a protective order applicable to Buyer’s Procurement Review Group; (d) with respect to Confidential Information, the CPUC, the CEC or the FERC, under seal for any regulatory purpose, including policymaking, but only provided that the confidentiality protections from the CPUC under Section 583 of the California Public Utilities Code or other statute, order or rule offering comparable confidentiality protection are in place before the communication of such Confidential Information; (e) in order to comply with any Applicable Law, or order issued by a court or entity with competent jurisdiction over the disclosing party; and (f) in order to comply with any Applicable Law, including applicable regulation, rule, subpoena, or order of the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal, or any discovery or data request of the CPUC. In connection with requirements, requests or orders to produce documents or information in the circumstances provided in Section 7.09(f), each Party shall use reasonable efforts to (i) notify the other Party before disclosing the Confidential Information, and (ii) prevent or limit such disclosure.

7.10 Insurance.

(a) General Liability Coverage.

- (i) Seller shall maintain during the performance hereof, General Liability Insurance of not less than \$1,000,000 if the Facility's Nameplate is over 100 kW, \$500,000 if the Facility's Nameplate is over 20 kW to 100kW or \$100,000 if the Facility's Nameplate is 20 kW or below of combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence.
- (ii) General Liability Insurance shall include coverage for Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations.
- (iii) Such insurance shall provide for thirty (30) days written notice to Buyer prior to cancellation, termination, alteration, or material change of such insurance.

(b) Additional Insurance Provisions.

- (i) Evidence of coverage described above in Paragraph (a) shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Buyer.
- (ii) Buyer shall have the right to inspect or obtain a copy of the original policy(ies) of insurance.
- (iii) Seller shall furnish the required certificates and endorsements to Buyer prior to commencing operation.
- (iv) All insurance certificates, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Liberty Utilities (CalPeco Electric) LLC
Attention: ~~Director of Finance and Manager of Regulatory Affairs~~ Sr. Manager,
Finance, Accounting and Regulatory
933 Eloise Avenue~~701 National Ave~~ P.O. Box 107
South Lake Tahoe, CA 96150~~Tahoe Vista, CA 96148~~

7.11 Simple Interest Payments. Except as specifically provided in this Agreement, any outstanding and past due amounts owing and unpaid by either Party under the terms of this Agreement shall be eligible to receive a Simple Interest Payment calculated using the Interest Rate for the number of days between the date due and the date paid.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

[SELLER'S NAME],

[BUYER'S NAME],

a [Seller's business registration]

Liberty Utilities (CalPEco Electric) LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Definitions

For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Exhibit A:

“Act” has the meaning set forth in the Recitals.

“Affiliate” means, with respect to a Party, any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such Party. For purposes of this definition, “control” means the direct or indirect ownership of 50% or more of the outstanding capital stock or other equity interests having ordinary voting power.

“Agreement” has the meaning set forth in the Preamble.

“Applicable Law” means all constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to any Party, the Generating Facility or the terms of this Agreement.

“As-Available Contract Capacity” means the electric energy generating capacity that Seller provides on an as-available basis for the Power Product, as set forth in Section 1.03, as may be adjusted from time to time.

“Availability Standards” means the standards set forth in the CAISO Tariff setting forth criteria for determining if a Resource Adequacy Resource is subject to Non-Availability Charges or Availability Incentive Payments under the CAISO Tariff.

“Average Higher Heating Value MPR Heat Rate” means the heat rate equal to 6,924 Btu/kWh, or 6.924 MMBtu/MWh, per CPUC Resolution E-4298, which heat rate will be modified in this Agreement if there is any modification thereto by the CPUC or other authorized Governmental Authority.

“Bankrupt” means with respect to any Person, such Person:

- (a) Files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it (which petition is not dismissed within 90 days);
- (b) Makes an assignment or any general arrangement for the benefit of creditors;
- (c) Otherwise becomes bankrupt or insolvent (however evidenced);
- (d) Has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or
- (e) Is generally unable to pay its debts as they fall due.

“Business Day” means any day except a Saturday, Sunday, the Friday after the United States Thanksgiving holiday, or a Federal Reserve Bank holiday that begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice or payment or performing a specified action.

“Buyer” has the meaning set forth in the Preamble.

“CAISO” means the California Independent System Operator Corporation.

“CAISO-Approved Meter” means any revenue quality, electric energy measurement meter system(s), including all associated metering transformers and related appurtenances, as required by the CAISO (or, to the extent that the CAISO’s metering requirement does not apply, Prudent Electrical Practices) and furnished by Seller, and which (a) is designed, manufactured and installed in accordance with the CAISO’s metering requirements, or, to the extent that the CAISO’s metering requirements do not apply, Prudent Electrical Practices, and (b) is a time-of-use meter capable of measuring the net electric energy output from the Generating Facility.

“CEC” means the California Energy Commission.

“Check Meter” means the Buyer revenue-quality meter section or meter(s), which Buyer may furnish at its discretion, as set forth in Section 3.10(b), and will include those devices normally supplied by Buyer or Seller under the applicable utility electric service requirements.

“Claiming Party” has the meaning set forth in Section 5.02.

“Claims” means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys’ fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed before or after the termination of this Agreement.

“Confidential Information” means all oral or written communications exchanged between the Parties on or after the Effective Date relating to the implementation of this Agreement, including information related to Seller’s compliance with operating and efficiency standards applicable to an Eligible CHP Facility. Confidential Information does not include (i) information which is in the public domain as of the Effective Date or which comes into the public domain after the Effective Date from a source other than from the other Party, (ii) information which either Party can demonstrate in writing was already

known to such Party on a non-confidential basis before the Effective Date, (iii) information which comes to a Party from a bona fide third-party source not under an obligation of confidentiality, or (iv) information which is independently developed by a Party without use of or reference to Confidential Information or information containing Confidential Information.

“Control” means the direct or indirect ownership of 20% or more of the outstanding capital stock or other equity interests having ordinary voting power

“CPUC” means the California Public Utilities Commission.

“Defaulting Party” has the meaning set forth in Section 6.01(a).

“Delivery Point” has the meaning set forth in Section 1.06.

“Direct GHG Compliance Costs” mean any taxes, charges or fees imposed by an authorized Governmental Authority with jurisdiction over the Seller or the Generating Facility, and levied directly on the Generating Facility for GHG emissions attributable to its Operations.

“Early Termination Date” has the meaning set forth in Section 6.03(a).

“Effective Date” has the meaning set forth in the Preamble.

“Eligible CHP Facility” means a facility, as defined by Public Utilities Code Section 2840.2, subdivisions (a) and (b) that, (1) meets the guidelines established by the California Energy Commission pursuant to Public Utilities Code § 2843, and (2) meets the requirements of 18 Code of Federal Regulations § 292.201, et seq., unless Seller is a public agency exempt from FERC jurisdiction under 16 United States Code (“USC”) § 824(f).

“Emergency” means an actual or imminent condition or situation which (a) is defined and declared by the Buyer, (b) jeopardizes the integrity or reliability of the Buyer’s electric system, (c) requires automatic or immediate manual action to prevent or limit loss of load or generation supply, or (d) poses a threat to public safety.

“Event of Default” has the meaning set forth in Section 6.01.

“Existing Eligible CHP Facility” means an Eligible CHP Facility that first commenced Operation on or after January 1, 2008 but before the Effective Date.

“Expected Term Year Energy Production” means the Metered Energy quantity expected to be produced by the Generating Facility during each Term Year, as set forth in Section 1.05.

“FERC” means the Federal Energy Regulatory Commission.

“Forced Outage” has the meaning set forth in the CAISO Tariff.

“Force Majeure” means any event or circumstance (that is not anticipated as of the Effective Date) to the extent beyond the control of, and not the result of the negligence of, or caused by, the Party seeking to have its performance obligation excused thereby, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome. Force Majeure does not include: (a) a failure of performance of any other Person, including any Person providing electric transmission service or fuel transportation to the Generating Facility, except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure; (b) failure to timely apply for or obtain Permits or other credits required to Operate the Generating Facility (provided, however, that failure or delay in the granting of permits, to the extent such failure or delay is not caused by action or inaction of Seller, qualifies as a Force Majeure for purposes of this Agreement); (c) breakage or malfunction of equipment (except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure); or (d) a lack of fuel of an inherently intermittent nature such as wind, water, solar radiation or waste gas or waste derived fuel.

“Forecast” means the hourly forecast of the total electric energy production of the Generating Facility (in MWh) when the Generating Facility is not PIRP-eligible, net of the Site Host Load and Station Use, or (b) the available total generation capacity of the Generating Facility (in MW) when the Generating Facility is PIRP-eligible, net of the Site Host Load and Station Use.

“Free Allowance” means any GHG Emissions Allowance freely allocated to Seller or the Generating Facility by CARB or an authorized Governmental Authority (or any entity authorized by such Governmental Authority).

“Generating Facility” means the Generating Unit(s) comprising Seller’s power plant (as more particularly described in Section 1.02 and ~~Exhibit-G~~ F, including all other materials, equipment, systems, structures, features and improvements necessary to produce electric energy and thermal energy, excluding the Site, land rights and interests in land.

“Generating Unit” means one or more generating equipment combinations typically consisting of prime mover(s), electric generator(s), electric transformer(s), steam generator(s) and air emission control devices.

“Generation Operations Center” means the location of Buyer’s real-time operations personnel.

“GHG” is an abbreviation for “greenhouse gas”, which means emissions released into the atmosphere of carbon dioxide (CO₂), nitrous oxide (N₂O) and methane (CH₄), which are produced as the result of combustion or transport of fossil fuels. Other greenhouse gases may include hydrofluorocarbons (HFCs), perfluorocarbons (PFCs) and sulfur hexafluoride (SF₆), which are generated in a variety of

industrial processes. Greenhouse gases may be defined or expressed in terms of a metric ton of CO₂-equivalent, in order to allow comparison between the different effects of gases on the environment; provided, however, that the definition of the term “Greenhouse Gas”, as set forth in the immediately preceding sentence, shall be deemed revised to include any update or other change to such term by the CARB or any other Governmental Authority.

“GHG Emissions Allowance” means a limited tradable authorization (whether in the form of a credit, allowance, or other similar right), allocated to, issued to or purchased by, Seller, the Site Host or an Affiliate of Seller, which respect to the Generating Facility, to emit one metric ton of GHG, in accordance with a cap-and-trade program in California for the regulation of GHG, as established by CARB (or by a different Governmental Authority pursuant to federal or state legislation), and as applied to the GHG emitted by the Generating Facility.

“GHG Emissions Cap” means the product of (a) the rate for tonnes of CO₂ per MMBtu of natural gas, 0.0531 tonnes/MMBtu, times (b) the Average Higher Heating Value MPR Heat Rate in MMBtu/MWh.

“Governmental Authority” means (a) any federal, state, local, municipal or other government, (b) any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or (c) any court or governmental tribunal.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

- (1) Any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
- (2) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;
- (3) The reporting rights to these avoided emissions, such as Green Tag Reporting Rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy.

Green Attributes do not include:

- (i) Any energy, capacity, reliability or other power attributes from the Project,
- (ii) Production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation,
- (iii) Fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or
- (iv) Emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

“High-Value Area” has the meaning set forth in Section 6 of Exhibit B.

“Host Site” means the site at which the Site Host Load is consumed, including real property, facilities and equipment owned or operated by the Site Host or its Affiliates located at such site.

“Interconnection Agreement” means the agreement specifying the technical and operational issues of connecting the generator to the Buyer’s electrical distribution system and the template for such agreement is per Rule 21, tariff sheet starting at 269

“Interest Rate” means an annual rate equal to the rate published in The Wall Street Journal as the “Prime Rate” (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due plus two percentage points; *provided, however*, that in no event shall the Interest Rate exceed the maximum interest rate permitted by Applicable Laws.

“Lender” means any financial institutions or successors in interest or assignees that provides development, bridge, construction, permanent debt or tax equity financing or refinancing for the Generating Facility to Seller.

“Metered Energy” means the total electric energy, expressed in kWh, in excess of Station Use and Site Host Load and measured by the CAISO-Approved Meter(s) (after adjusting for any compensation factors into the CAISO-Approved Meter(s)) or Check Meter(s), as applicable, at the Generating Facility for the specified Metering Interval.

“Metering Interval” means the smallest measurement time period over which data are recorded by the CAISO-Approved Meters or Check Meters, as applicable.

“Monthly Contract Payment” has the meaning set forth in Section 4.01(a).

“NERC” means the North American Electric Reliability Corporation.

“New Eligible CHP Facility” means an Eligible CHP Facility that commences Operation after the Effective Date.

“Non-Defaulting Party” has the meaning set forth in Section 6.03.

“Notice” means notices, requests, statements or payments provided in accordance with Section 7.07 and Exhibit EF.

“NV-Energy” means the power transmission and energy supply company that the Buyer is connected to.

“Operate” means to provide all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Generating Facility in order to produce the Power Product in accordance with Prudent Electrical Practices.

“Outage Schedule” has the meaning set forth in Section 2(a) of Exhibit D.

“Outage Schedule Submittal Requirements” describes the obligations of Seller to submit maintenance and planned outage schedules (as defined in the CAISO Tariff under WECC rules) to Buyer in accordance with Exhibit D.

“PPA Agreement” means Service Agreement between Sierra Pacific Power Company and Liberty Utilities (CalPeco Electric) LLC dated April 22, 2009 and its renewal

“Parallel Operation” means the Generating Facility’s electrical apparatus is connected to the Transmission Provider’s system and the circuit breaker at the point of common coupling is closed. The Generating Facility may be producing electric energy or consuming electric energy at such time.

“Party” has the meaning set forth in the Preamble.

“Peak Months” means [].

“Permits” means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, , in order to develop, construct, Operate, maintain, improve, refurbish or retire the Generating Facility or to Forecast or deliver the electric energy produced by the Generating Facility to Buyer.

“Person” means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Authority.

“Power Product” means (a) the As-Available Contract Capacity and (b) all electric energy produced by the Generating Facility, net of all Station Use and any and all of the Site Host Load.

“Power Rating” means the electrical power output value indicated on the generating equipment nameplate.

“Product” means the Power Product and Green Attributes

“Project” means the Generating Facility.

“Prudent Electrical Practices” means those practices, methods and acts that would be implemented and followed by prudent operators of electric generating facilities in the Western United States, similar to the Generating Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time a decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety. Prudent Electrical Practices includes, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with the manufacturer’s warranties, restrictions in this Agreement, and the requirement of Governmental Authorities, WECC standards, the CAISO and Applicable Laws. Prudent Electrical Practices shall include taking reasonable steps to ensure that: (a) equipment, materials, resources and supplies, including spare parts inventories, are available to meet the Generating Facility’s needs; (b) sufficient operating personnel are available at all times and are adequately experienced, trained and licensed as necessary to Operate the Generating Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Generating Facility and Emergencies whether caused by events on or off the Site; (c) preventative, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Generating Facility, and are performed by knowledgeable, trained and experienced personnel utilizing proper equipment and tools; (d) appropriate monitoring and testing are performed to ensure equipment is functioning as designed; (e) equipment is not operated in a reckless manner, in violation of manufacturer’s guidelines or in a manner unsafe to workers, the general public or the Transmission Provider’s electric system, or contrary to environmental laws, permits or regulations or without regard to defined limitations, such as flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational

speed, polarity, synchronization, and control system limits; and (f) equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generation operations in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.

“PPT” means Pacific Daylight time when California observes Daylight Savings Time and Pacific Standard Time otherwise.

“Renewable Energy Credit” has the meaning set forth in Public Utilities Code Section 399.12(g), as may be amended from time to time or as further defined or supplemented by Applicable Law.

“Schedule” means the action of the Buyer, or its designated representatives, of preparing a schedule based on Seller’s forecast and notifying, requesting the electric energy delivered from the Generating Facility.

“SC Set-Up Fee” has the meaning set forth in Section 1.08.

“Seller” has the meaning set forth in the Preamble.

“Simple Interest Payment” means a dollar amount calculated by multiplying the: (a) dollar amount on which the Simple Interest Payment is based; by (b) the Interest Rate; by (c) the result of dividing the number of days in the calculation period by 360.

“Site” means the real property on which the Generating Facility is located, as further described in Section 1.02 and Exhibit FG.

“Site Control” means that Seller (a) owns the Site, (b) is the lessee of the Site under a lease, the term of which begins on or before the Term Start Date and extends at least through the Term End Date, (c) is the holder of a right-of-way grant or similar instrument with respect to the Site, or (d) is managing partner or other Person authorized to act in all matters relating to the control and Operation of the Site and Generating Facility.

“Site Host” means any Person purchasing or otherwise using the Site Host Load or thermal energy output from the Generating Facility.

“Site Host Load” means the electric energy and capacity produced by or associated with the Generating Facility that serves electrical loads (that are not Station Use) of Seller or one or more third parties pursuant to California Public Utilities Code Section 218(b).

“Station Use” means the electric energy produced by the Generating Facility that is used within the Generating Facility to power the lights, motors, control systems and other electrical loads that are

necessary for Operation, including transformation losses to power such equipment and other necessary loads.

“Telemetry System” means a system of electronic components that interconnects the Buyer and the Generating Facility.

“Term” has the meaning set forth in Section 1.01.

“Term End Date” has the meaning set forth in Section 1.01.

“Term Start Date” has the meaning set forth in Section 1.01.

“Term Year” means a 12-month period beginning on the first day of the Term and each successive 12-month period thereafter.

“WECC” means the Western Electricity Coordinating Council.

*** *End of Exhibit A* ***

EXHIBIT B

1. Monthly Payment based upon on Avoided Cost

Liberty Utilities has procured all of its transmission and electrical commodity, including its renewable power, from NV Energy through a PPA Agreement

The PPA with NV Energy delivers power to Liberty Utilities based on 2 prices. These rates are derived (on a monthly basis) as follows:

$$\text{Rate} = 80\%* \left| \frac{\text{Net F \& PP Cost} - \text{Renewable Cost}}{\text{Net System MWh} - \text{Renewable MWh}} \right| + 20\%* \left| \frac{\text{Renewable Cost}}{\text{Renewable MWh}} \right|$$

Where:

“**Net F&PP Cost**” is the total net system fuel and purchased power cost for NV Energy, excluding the cost for any purchased power contracts from coal-fired resources. Net fuel and purchased power costs shall include costs in FERC accounts 501, 547, 555, and 565, less revenues received from non-requirements sales for resale in FERC account 447.

“**Renewable Cost**” is the total cost for renewable energy purchased by NV Energy.

“**Net System MWh**” is the total system energy produced and purchased by NV Energy, excluding the energy for any purchased power contracts from coal-fired resources, less energy for non-requirements sales for resale.

“**Renewable MWh**” is the total renewable energy purchased by NV Energy.

As a result of this calculation, a monthly energy cost number for non-renewable power and a separate monthly energy cost number for renewable power are derived.

Seller will be paid for its Metered Energy based upon the avoided cost of the non-renewable energy rate for the applicable month.

Seller will be paid for its Metered Energy based upon the avoided cost of the renewable energy rate for the applicable month for any energy that is considered renewable power.

*** End of Exhibit B ***

EXHIBIT C

Seller's Forecasting Submittal and Accuracy Requirements

1. General Requirements. The Parties shall abide by the Forecasting requirements and procedures described below and shall agree upon reasonable changes to these requirements and procedures from time to time as necessary to:
 - (a) Accommodate changes to their respective generation technology and organizational structure; and
 - (b) Address changes in the operating and scheduling procedures of Seller, and Buyer.
2. Forecast of Monthly Energy Deliveries

Month	Average Energy (kWh)
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Seller to provide an estimate of the average monthly Net Output of the Facility, and explain the basis for the estimate. If Buyer finds that Seller's annual generation forecast differs by twenty percent (20%) from Seller's actual annual metered output, then Buyer may request, on an annual basis, that Seller provide an updated generation forecast schedule.

*** End of Exhibit C ***

EXHIBIT D

Outage Schedule Submittal Requirements

1. **General Requirements.** The Parties shall abide by the Outage Schedule Submittal Requirements described below and shall agree upon reasonable changes to these requirements and procedures from time to time, as necessary to (a), accommodate changes to their respective generation technology and organizational structure, and (b) address changes in the operating and scheduling procedures of Seller, Buyer including forecast and outage submissions.
2. **Forecast of Monthly Energy Deliveries**

Month	Average Energy (kWh)
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Seller to provide an estimate of the average monthly Net Output of the Facility, and explain the basis for the estimate. In the event of an unscheduled outage or curtailment exceeding twenty-five (25) percent of the Power Rating (other than curtailments due to lack of motive force), Seller immediately shall notify Buyer of the necessity of such unscheduled outage or curtailment, the time when such has occurred or will occur, and the anticipated duration. Seller shall take all reasonable measures and exercise its best efforts to avoid unscheduled outage or curtailment, to limit the duration of such, and to perform unscheduled maintenance during Non-Peak hours.

3. **Restriction on Planned Outages.** During the Peak Months, Seller may schedule and utilize no more than 12 hours of outages per Peak Month, and only during the non-peak hours of the Peak Months.

**** End of Exhibit D ***

EXHIBIT EF
Notice List

[SELLER'S NAME]	Liberty Utilities (CalPeco Electric) LLC
All Notices are deemed provided in accordance with Section 7.07 if made to the address, facsimile numbers or e-mail addresses provided below:	All Notices are deemed provided in accordance with Section 7.07 if made to the address, facsimile numbers or e-mail addresses provided below:
Contract Sponsor: Attn: Street: City: Phone: Facsimile: E-mail:	
Reference Numbers: Duns: Federal Tax ID Number:	
Contract Administration: Attn: Phone: Facsimile: E-mail:	
Forecasting: Attn: Control Room Phone: Facsimile: E-mail:	
Day-Ahead Forecasting: Phone: Facsimile: E-mail:	
Real-Time Forecasting: Phone: Facsimile: E-mail:	

Payment Statements: Attn: Phone: Facsimile: E-mail:	
Payments: Attn: Phone: Facsimile: E-mail:	
Wire Transfer: BNK: ABA: ACCT:	
Credit and Collections: Attn: Phone: Facsimile: E-mail:	
With additional Notices of an Event of Default or Potential Event of Default to: Attn: Phone: Facsimile: E-mail:	
Lender: Attn: Phone: Facsimile: E-mail:	

*** End of Exhibit *EF* ***

EXHIBIT FG
Generating Facility and Site Description

1. Generating Facility Description.

{Buyer Comment: Provide description of the Generating Facility equipment, systems, control systems and features, including a site plan drawing and a one-line diagram, and the generator nameplate(s).}

2. Site Description.

{Buyer Comment: Provide a legal description of the Site, including the Site map.}

*** End of Exhibit **FG** **

Exhibit B

Outdated Liberty Utilities Standard Forms to be Removed

98-0290



COMMERCIAL UTILITY SERVICE APPLICATION

To apply for commercial utility service the following items must be submitted:

1. Commercial Utility Service Application
2. Copy of Business License (if not available, a copy of the Business License application and Paid Business License application receipt may be provided).

I hereby certify that the information contained herein is true and correct to the best of my knowledge and belief. I acknowledge that these statements are made for the purpose of obtaining service from Liberty Utilities (CalPeco Electric) LLC, and that any information that is missing or purposely misleading may result in delay or denial of service, and may lead to criminal prosecution.

Name (Owner, Partner or Officer): _____

Owner's Signature: _____ Date: _____

Date Service Requested: _____ Type of Business (i.e. Apartment, Restaurant) _____

Business Name: _____

Service Address (number and street): _____

City: _____ State: _____ Zip: _____

Billing Address (number and street): _____

City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____

Circle One: **Sole Proprietor** **Partnership** **Corporation**

Federal Tax ID: _____ Social Security # or Driver's License #: _____

Days/Hours of Operation: _____ Square Foot of Business: _____

If bills are mailed out of town, please provide name, address and phone # of local contact.

Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of Landlord: _____

Mailing Address (number and street): _____

City: _____ State: _____ Zip: _____ Phone #: _____

If a corporation, please provide the following information:

Name of Parent Corporation: _____

Mailing Address (number and street): _____

City: _____ State: _____ Zip: _____ Phone #: _____

Resident Agent's Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

If a partnership, please provide name, home address, and phone for each partner (attach additional sheet(s) if necessary):

Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

NOTE: Please be advised that a deposit is required for all new commercial accounts. Your deposit may be waived with current/prior satisfactory credit in the same business name, an irrevocable letter of credit, current excellent credit report from Dun & Bradstreet, or surety bond (if required deposit is over \$5,000).

PLEASE RETURN TO: Liberty Utilities (CalPeco Electric) LLC 933 Eloise Ave., South Lake Tahoe, CA 96150

98-0303

STANDARD FORM
 Emergency Turn-On Service Order Request
 Form No. 98-0303

CUSTOMER	EMERGENCY TURN-ON SERVICE ORDER REQUEST	SERVICE ADDRESS:			
	CUSTOMER NAME / (PRINT FULL NAME)			PHONE-HOME	Business
	MAILING ADDRESS		CITY	STATE	ZIP
	PRIOR ADDRESS			EMPLOYER:	
SERVICE MAN	A SECURITY DEPOSIT AND/OR				
	X	_____		CREDIT APPLICATION MAY BE REQUIRED	
	AUTHORIZED SIGNATURE (CUSTOMER OF RECORD ONLY)				
	SERVICE	ON	OFF	METER NO.	READING
	STATUS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	
			ON	OFF	
			<input type="checkbox"/>	<input type="checkbox"/>	
			WATER	METER NO.	
			GAS	READING	
			_____	_____	
			_____	_____	
REMARKS:	_____				
DATE:	_ / _ / _	TIME:	_____	HRS.	
			X	_____	
				SIGNATURE	
OFC	ACCOUNT NO.: _____				
	F98-030 (REV 10-31-10)	ORIGINAL: CREDIT DEPT.	SORC DONE BY (REP'S INIT): _____	DATE: _____	
		HARD COPY: CUSTOMER ACCOUNTING			

98-0249

STANDARD FORM
Certificate of Deposit
Form No. 98-0249

Liberty Utilities (CalPeco Electric) LLC

CUSTOMER NAME(S)

SERVICE ADDRESS

CUSTOMER COPY

This deposit is security for payment of any unpaid utility bill owed the Company. After the customer of record has established a satisfactory payments record for 12 consecutive months, the deposit, with interest is automatically applied to the account, or if the customer requests, is refunded by check. When service is discontinued, the deposit, with interest, shall be applied to the final bill. My credit balance shall be refunded to the customer of record.

FOR CALIFORNIA CUSTOMERS Interest on deposits is payable monthly at the applicable rate approved by the California Public Utilities Commission in accordance with the utility's filed RULE NO. 7. DEPOSITS.

**CERTIFICATE OF DEPOSIT
NUMBER DATE
DEPOSIT AMOUNT**

ACCOUNT NUMBER

**THIS CERTIFICATE IS NOT
TRANSFERABLE**