

# MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

This Mobilehome Park Conversion Program Agreement (“Agreement”) is made and entered into by and between \_\_\_\_\_ (“MHP Owner/Operator”), a \_\_\_\_\_ organized and existing under the laws of the state of \_\_\_\_\_, and Pacific Power, a division of PacifiCorp (“Pacific Power” or “Company”), a corporation organized and existing under the laws of the state of Oregon. MHP Owner/Operator and Pacific Power may be individually referred to as a “Party” and collectively as the “Parties.”

## RECITALS

WHEREAS, Pacific Power offers a Mobilehome Park Utility Conversion program under the direction of the California Public Utilities Commission (“CPUC” or “Commission”) pursuant to Decisions 14-03-021 and 20-04-004 whereby master-metered/submetered mobilehome parks and manufactured housing communities (“MHP”) may elect to convert to direct utility service, with costs for “To-the-Meter” and “Beyond-the-Meter” work to be borne by Pacific Power (“MHP Conversion Program”).

WHEREAS, MHP Owner/Operator desires to convert the master-metered utility system(s) in its MHP to direct service from Pacific Power under the MHP Conversion 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 named in this Agreement are bound by the terms and conditions set forth herein, incorporated herein by reference, and the requirements of Electric Service Rule 26 (“MHP Rule”). This Agreement and the MHP Rule shall govern the conversion of the entire private electric distribution system servicing the MHP to direct Pacific Power electric distribution and service, including all eligible Mobilehome Spaces (“MH-Space”), common areas, permanent buildings, and/or structures that currently have utility service.
- 1.2. Prior to signing this Agreement, the MHP Owner/Operator shall have already submitted the California Public Utility Commission’s (CPUC’s or Commission’s) Application for Conversion of Master-Meter Service at Mobilehome Park or Manufactured Housing Community to Direct Service from Electric or Gas Corporation (Form of Intent), and the Mobilehome Park Utility Conversion Program Application (MHP Application) and continues to be bound by the terms set forth in those documents.
- 1.3. This Agreement provides the additional provisions and responsibilities of each party participating in the MHP Conversion Program. Each Party agrees to undertake specific activities and responsibilities set forth in this Agreement and previous documents, on behalf of the individual MHP-Spaces at the MHP.
- 1.4. The number of MHP-Spaces that will be eligible for conversion to direct Utility service under the MHP Conversion Program (both “To-the-Meter” and “Beyond-the-Meter”)

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shall be equal to the number of occupied residential MHP-Spaces permitted by the California Department of Housing and Community Development or its designated agency, within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MHP-Space permitted by the California Department of Housing and Community Development or the designated agency on the Utilities' MHP Application and is currently able to receive electric service from the existing master-metered system (Legacy System).

- 1.5. 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 Pacific Power; 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).
- 1.6. This Agreement conforms to Decisions 14-03-021 and 20-04-004 and has been approved by the CPUC for use between Pacific Power 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 shall be subject to such modifications as the CPUC may authorize or require.

## 2. Representations

- 2.1. Each Party agrees to the terms and conditions of the MHP Conversion Program as stated in this Agreement, the MHP Application and MHP Rule. The MHP Rule 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.

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## 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 Pacific Power to secure a place in the queue for conversion. Failure to return the Agreement within thirty (30) days may result in the MHP being placed on the waiting list or excluded from the MHP Conversion Program. Required documents are shown in Attachment A, attached hereto and incorporated herein by reference. All documents submitted responsive to Attachment A shall be incorporated into this Agreement as Attachment A.
- 3.2. A post-engineering meeting may be requested by either party 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. The Company and the Commission encourage consultation and coordination between Parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.
- 3.3. Agreements and documents shall be mailed to:

Mobilehome Park Conversion Program  
Pacific Power  
PO BOX 400  
Portland, OR 97297-0400

## 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 Pacific Power on such selection. The MHP Owner/Operator shall provide in Attachment B, attached hereto and incorporated herein, information about the selected contractor.
- 4.2. If the Company and the MHP Owner/Operator fail to agree upon the qualifications of the contractor selected to perform "Beyond-the-Meter" work, the CPUC's Safety and Enforcement Division (SED) will be consulted to resolve the dispute.
- 4.3. The Contractor shall be selected based on the "most cost-effective option". The Company reserves the right to review the reasonableness of bids for "Beyond-the-Meter" work that are received by the MHP Owner/Operator. The Company and the Commission encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).
- 4.4. The MHP Owner/Operator understands and agrees that neither the Company's consultation and coordination with the MHP Owner/Operator regarding the selection of a Contractor, nor its review of bids or other pricing terms, constitutes an endorsement

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

### **5. MHP Owner/Operator Responsibilities**

5.1. MHP Owner/Operator will continue to have sole responsibility for compliance with all applicable laws governing MHPs and compliance with the MHP's own rules, regulations and bylaws.

#### 5.2. Easements

5.2.1. MHP Owner/Operator shall provide or assist in obtaining rights-of-ways or easement as required by the Company's Line Extension Rule (Rule 15) and Decision 20-04-004.

5.2.2. Pacific Power shall at all times have the right to enter and leave the MHP for any purpose connected with the furnishing of electric/gas service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, and under all applicable Company tariffs.

#### 5.3. Engineering and Planning

5.3.1. The "Beyond-the-Meter" electrical system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of service equipment. Required permits must be obtained and shall be available for inspection by the Company.

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

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- 5.3.3. MHP Owner/Operator will at all times own and be responsible for the “Beyond-the-Meter” utility service facilities.
- 5.3.4. MHP Owner/Operator may request service entrance relocations, rearrangements and upgrades not covered by the MHP Conversion Program. MHP Owner/Operator shall be responsible for such additional costs. Pacific Power 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 Conversion Program must be paid in full to Pacific Power prior to or with the submittal of the MHP Agreement in order for the construction phase to begin.
- 5.3.4.1. “Beyond-the-Meter” service modifications that are not covered by the MHP Conversion 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 Pacific Power.
- 5.3.4.2. 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 Pacific Power.
- 5.3.5. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by Pacific Power 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 by Pacific Power.
- 5.3.6. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the MHP’s common area(s), such as the office, clubhouse, laundry facilities, streetlights, etc., and their associated “Beyond-the-Meter” facilities. Utility meters will be installed to serve these facilities. MHP Owner/Operator will be responsible for payment of utility bills associated with such meters. Additional facilities that may be requested (e.g. streetlight fixtures) and associated energy charges for the common area facilities will be based on the applicable tariff and will not be eligible for reimbursement from Pacific Power.
- 5.3.7. The Company will normally design and install a single phase, 120/240 volts, 100-ampere electric meter service equipment at each individual MHP-Space. Any requests for service modifications beyond the 100-ampere electric service or

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relocations beyond what is being provided by the MHP Program will be handled under the Company's current Rules and Tariffs.

- 5.3.8. The Company will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules. For common areas, the Company will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to the Company's main distribution facilities. Moreover, the selected location shall be as close as practicable to the existing service delivery point(s); however, some flexibility in the construction approach is necessary to address various situations that exist in current installations. The Company will not provide the service panel and "Beyond-the-Meter" reimbursements for these common area services. Requests for additional common use area meters and services, including services for recreational vehicle (RV) spaces that are not provided by the MHP Program but are approved by the Company, will be designed under the guidance of Company Rules. The MHP Owner/Operator will be responsible for such charges, which shall be listed in Attachment B and C of this Agreement.
- 5.3.9. The MHP Owner/Operator, or its representative, is responsible for collecting any and all fees associated with "To-the-Meter" electric service modifications not covered by the MHP Program that were requested on behalf of the MHP residents and due to the Company under the current Rules and Tariffs. The MHP Owner/Operator, or its representative, must forward those payments to the Company.

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

- 5.4.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter ("Legacy System") and continue to provide utility service to the MHP residents until cutover to the new direct Pacific Power service system. At all times, the Legacy System will remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, post construction removal (if required, including above ground facilities i.e., submeters and risers) and related permitting, decommissioning and any environmental remediation.
- 5.4.2. The Company shall not remove the existing Legacy System unless necessary, and the system shall be abandoned in place. The Company shall isolate the new and existing systems. The Company shall not incur any expenses associated with the removal or retirement of the existing system under the MHP Program. Should removal of the sub-metered distribution system be necessary to complete the conversion to direct utility service from the Company, such costs may, at the Company's discretion, be included in the MHP Program if it is necessary and can be done so efficiently.



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### 5.5. Permits

- 5.5.1. Except for encroachment permits necessary for trenching within public rights-of-way, all permits will be the responsibility of the MHP Owner/Operator. This includes, but not limited to, environmental and governmental agency permits; Caltrans permits; railroad permits; and HCD and/or local City and County building permits for electric and/or gas service work necessary to install new service delivery facilities including, but not limited to, gas house lines, electric meter pedestals, terminations, and/or permits for the abandonment of the Legacy System.
- 5.5.2. The work performed by the MHP Owner/Operator's Contractor will include submittal of permits associated with all "Beyond-the-Meter" work to the agency with jurisdictional authority and such permits will be reimbursable under the MHP Program. Permitting costs related to the abandonment of the Legacy System will not be reimbursable under the MHP Program and are the responsibility of the MHP Owner/Operator.
- 5.5.3. The Company may assist the MHP Owner/Operator in preparation and submittal of all other permit applications, but construction permits not covered by the Company will be paid by the MHP Owner/Operator.
- 5.5.4. The Company will review all permits prior to construction. No work will be performed by the Company or the Contractor under the MHP Program until the MHP Owner/Operator and/or the Company obtains the required permits.

### 5.6. Environmental, Endangered Species and Cultural Resources Review

- 5.6.1. Any environmental, endangered species and/or cultural resources remediation, or other resolution of environmental issues, and the costs associated with those efforts, are the sole responsibility of MHP Owner/Operator and must be addressed as required by the agency with jurisdictional authority.
- 5.6.2. Any environmental, endangered species and/or cultural resources issues that are identified during the conversion will result in the immediate suspension of work at the MHP. MHP Owner/Operator shall resolve these issues prior to work resuming at the MHP. MHP Owner/Operator may be granted additional time by Pacific Power to resolve these issues prior to completing the conversion, however, such time will not exceed the period of the MHP Conversion Program, unless approved by the CPUC.

### 5.7. Outreach and Education

- 5.7.1. The MHP Owner/Operator will designate a MHP Representative for the project. 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 Pacific Power. The MHP Representative shall provide status updates to the MHP

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Owner/Operator and the MHP Residents from Pacific Power and provide timely status updates from contractor and MHP Owner/Operator to Company.

- 5.7.2. All costs associated with the MHP Representative in performing the duties associated with the MHP Conversion Program will be the responsibility of the MHP Owner/Operator and will not be reimbursable from the MHP Conversion Program.
- 5.7.3. The MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Conversion 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.
- 5.7.4. The MHP Owner/Operator must allow Pacific Power to directly contact the MHP residents during the project regarding the MHP Conversion Program, account setup and other utility programs.
- 5.7.5. The MHP Representative shall ensure that the contractor works with Pacific Power 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 Pacific Power communications and be distributed in a timely manner.

### 5.8. Construction

- 5.8.1. Construction of the conversion project may commence after compliance with Section E.6.a of the MHP Rule.
- 5.8.2. Prior to signing the Mobilehome Conversion Program Agreement, each MHP Owner/Operator, in consultation and coordination with the Company, shall select and hire a qualified Contractor to perform all necessary "Beyond-the-Meter" construction, and/or electrical work consistent with this Agreement. The MHP Owner/Operator shall assure its Contractor shall work with the MHP Representative to pre-notify and coordinate all work with the Company and other affected Parties to ensure that the project is completed in a timely and cost-efficient manner with the least inconvenience to MHP residents.
- 5.8.3. Construction of the conversion project may commence upon: 1) the satisfactory resolution of any environmental, endangered species, and/or cultural issues; 2) procurement of all required permits; 3) payment for any requested service relocation, rearrangements, and upgrades not covered by the MHP Program, as discussed in this Agreement; and 4) the execution of the MHP Agreement.
- 5.8.4. The MHP Owner/Operator shall assure that its Contractor(s) are aware of and abide by all safety requirements described in Section 7 of this Agreement.



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5.8.5. The MHP Owner/Operator shall work cooperatively with the Company to resolve construction issues that may arise during the project, such as providing an acceptable site for storage of the Company's construction materials and equipment during the project.

### 5.9. Cutover / Completion of Conversion

5.9.1. Prior to cutover, all jurisdictional authorities must inspect and approve installation of the "Beyond-the-Meter" work.

5.9.2. Cutover cannot occur until Pacific Power is satisfied that safe, unobstructed access is available to all Company facilities.

5.9.3. Once Pacific Power has completed all "To-the-Meter" work, the MHP Owner/Operator will have 90 days to complete all remaining "Beyond-the-Meter" work. Except for reasons beyond the MHP Owner/Operator's control as listed in Section 17, after this 90-day period, Pacific Power will discontinue service to the Legacy System and provide service to the MHP directly through Pacific Power's electric service system.

5.9.4. If requested by Pacific Power, the MHP Owner/Operator shall require contractor to be available to perform joint cutover with the Company for the individual services within the MHP.

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

### 5.10. Consumer Rent Protections for MHP Residents

5.10.1. The MHP Owner/Operator shall not raise the rent of a unit or space because of the increased value of the unit due solely to infrastructure improvements provided by the Mobilehome Park (MHP) Utility Conversion Program (MHP Conversion Program or Program).

5.10.2. The MHP Owner/Operator shall provide written notice to each resident of their consumer protections as provided in Attachment F within 3 days of transfer of the MHP infrastructure to Pacific Power, either by personal delivery to their residence or by US Mail.

## 6. **Utility's Responsibilities**

### 6.1. Engineering and Planning

6.1.1. Pacific Power will prepare a preliminary design package for the new electric system and prepare all necessary land rights documents.

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- 6.1.2. Pacific Power will identify the location of each electric meter and any protection required for the metering service equipment.
- 6.1.3. Pacific Power will design the “To-the-Meter” electric distribution and service system for the MHP to meet current Company design standards and applicable codes, regulations, and requirements based on the most economic, convenient, and efficient service route.
- 6.1.4. To the extent possible, Pacific Power will design the “To-the-Meter” distribution and service system up to the standard Service Delivery Point on a “like for like” basis to the existing system. For example, an existing overhead electric service will be replaced with an overhead electric service.
- 6.1.5. Pacific Power will design “To-the-Meter” facilities to service the same number of residential MH-Spaces within the MHP currently receiving service through the Legacy System and designated on the MHP Application, regardless if the MH-Space is currently occupied by a MHP resident. The number of MH-Spaces that qualify for conversion under the MHP Conversion Program are summarized in Attachment C of this Agreement.
- 6.1.6. Pacific Power will include with the MHP Conversion Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules.
- 6.1.7. Pacific Power will design “To-the-Meter” facilities to accommodate a service equivalent to the existing service. If the existing electric service is less than 100 amperes, the Company will design “To-the-Meter” facilities to accommodate 100 ampere service as part of the MHP Conversion Program.
- 6.1.8. Any requests for service upgrades or relocations beyond what is being provided by the MHP Conversion Program will be handled under Pacific Power’s current Rules and Tariffs.

### 6.2. Permits

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

### 6.3. Environmental and Cultural Resources Review

- 6.3.1. Pacific Power shall conduct a “desktop” environmental, endangered species and cultural resources review of the proposed work at the MHP. If such review

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indicates any environmental, endangered species and/or cultural resources issues, Pacific Power will immediately suspend of work at the MHP. Pacific Power will not resume work until it has received authorization from appropriate experts and/or agency with jurisdictional authority. Company assumes no remediation responsibility or liability. Costs for remediation are not eligible for reimbursement from the MHP Conversion Program.

### 6.4. Outreach and Education

- 6.4.1. Pacific Power 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, Pacific Power 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 Pacific Power will include, but is not limited to, construction work impacts, timing, account setup instructions, utility programs and services such as California Alternate Rate for Energy (CARE), medical assistance program, energy efficiency and demand response opportunities. Pacific Power will work with the MHP Representative to ensure all notices and project information is communicated and distributed in a timely manner.
- 6.4.3. Pacific Power 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 Conversion Program activities.

### 6.5. Construction

- 6.5.1. Pacific Power will install, or select a qualified licensed contractor to install, the "To-the-Meter" electric distribution system to meet all current electric design standards, applicable codes, regulations and requirements. Facilities and services installed will be based on the design agreed upon by the Parties.
- 6.5.2. To minimize costs to the MHP Conversion Program and disruption to the MHP residents, Pacific Power will consult and coordinate with other utilities to the extent possible, including municipal utilities, cable and telecommunication providers, interested in upgrading or converting their facilities within the MHP.
- 6.5.3. Pacific Power may commence conversion after compliance with Section E.6.a. of the MHP Rule. Pacific Power 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 Pacific Power receives a copy of any inspection report or verification to begin construction.

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6.5.4. Pacific Power will adjust the master-meter submeter discount provided to the MHP Owner/Operator as MH-Spaces are converted to direct utility service.

### 6.6. Cutover / Completion of Project

6.6.1. Pacific Power 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 applicable tariffs.

6.6.2. If necessary, Pacific Power will coordinate with the MHP Owner/Operator’s contractor to jointly meet to perform joint cutover with Pacific Power for the individual services within the MHP.

6.6.3. Pacific Power will discontinue the master-meter submeter discount after cutover to direct utility service.

6.6.4. Pacific Power will reimburse the MHP Owner/Operator for all qualifying “Beyond-the-Meter” work as summarized in Attachment C.

6.6.5. Existing MHP residents within the MHP will be converted to direct Pacific Power service and will be served under existing Pacific Power tariffs. At the time of the initial service cutover, fees associated with new customer credit checks and service deposits will be waived. However, as with other residential customers, MHP residents will still be subject to discontinuance of service provisions per Pacific Power’s Discontinuance and Restoration of Service Rule (Rule No. 11). After the service cutover is completed and MHP residents have established their Pacific Power accounts, all new MHP residents will be subject to all existing credit requirements and deposits applicable to all Pacific Power residential customers.

6.6.6. Existing MHP residents who participate in the CARE and/or the Family Electric Rate Assistance (FERA) programs through the MHP master-metered/submetered distribution system and become a customer of Pacific Power through the MHP Program will be deemed grandfathered into the respective program without having to recertify or reapply as long as the name of the customer for the new service account matches the name of the CARE/FERA participant. This will be a one-time exception to the respective CARE/FERA Rules at the time of the service conversion.

6.6.7. Existing MHP residents who receive medical baseline allowances through the MHP master-metered/submetered distribution system and become a customer of Pacific Power through the MHP Program will be deemed grandfathered and will continue to receive the same medical baseline allowances without having to recertify or reapply as long as the participant who is receiving the medical baseline allowances still lives at the residence. This will be a one-time exception to the Medical Baseline Rules at the time of the service conversion.

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6.6.8. Pacific Power or its contractor shall de-energize and disconnect the Legacy System once cutover is completed to ensure safety of the disconnected system.

### 7. Safety

- 7.1. Importance of Safety: The Parties recognize and agree that safety is of paramount importance in the implementation of the MHP Conversion 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 Pacific Power at any time observe the MHP Owner/Operator's contractor, or any of its subcontractors, performing the work in an unsafe manner, or in a manner that may, if continued, become unsafe, then Pacific Power 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. Pacific Power may designate safety precautions in addition to those in use or proposed by contractor. Pacific Power 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 Pacific Power's request, the MHP Owner/Operator shall require its contractor to provide certain safeguards not in use but considered necessary. If contractor fails to comply with the request within a reasonable time, Pacific Power may provide the safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by Pacific Power may result in termination of the Agreement for cause.

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- 7.4. Notification of Hazards: Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to Pacific Power, 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. Emergency Services: 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 Pacific Power: Pacific Power 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 Pacific Power in writing of any impending cause for delay that may affect Pacific Power's schedule. If possible, Pacific Power 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 Pacific Power's opinion, the delay is sufficient to prevent MHP Owner/Operator's compliance with the specified schedule, MHP Owner/Operator shall accelerate the work by overtime or other means, at MHP Owner/Operator's expense, to assure completion on schedule.

### **9. Termination**

- 9.1. Either Party may, at its option, terminate upon thirty (30) days' written notice to the other Party.
  - 9.1.1. Pacific Power 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 Pacific Power and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at Pacific Power's option, safety or security violations may result in immediate termination; or
    - 9.1.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate its responsibilities under this Agreement within six (6) months of the execution of this Agreement; or



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## CONVERSION PROGRAM AGREEMENT

- 9.1.1.3. The failure or inability of the MHP Owner/Operator to complete the work and be ready to receive service from Pacific Power within twelve (12) months of the execution of this Agreement; or
- 9.1.1.4. Legal action is commenced against the MHP Owner/Operator which, in Pacific Power's opinion, may interfere with the performance of the conversion.
- 9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:
  - 9.1.2.1. Reimburse Pacific Power for all work and costs incurred prior to the cancellation that did not result in a direct utility service of an individual MH-Space or common area. Pacific Power's costs may include, but is not limited to, "To-the-Meter" labor, material and supplies, (including long lead time materials), transportation, and other direct costs which Pacific Power 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 Company any reimbursements paid to the MHP Owner/Operator for partial work completed by its contractor.
- 9.1.3. In the event of termination, Pacific Power shall reimburse the MHP Owner/Operator for services satisfactorily completed prior to the date of cancellation that resulted in direct Pacific Power service which are of benefit to Pacific Power. In no event shall Pacific Power be liable for lost or anticipated profits or overhead on uncompleted portions of the work due to termination.
- 9.1.4. Termination of the Agreement will result in the removal the MHP from the queue of approved conversion projects.
- 9.1.5. MHP Owner/Operator shall be liable for additional costs to Pacific Power arising from termination. Pacific Power may terminate this Agreement, suspend work and/or the MHP Conversion Program if directed to do so by the CPUC. Liability for incomplete projects will be determined by the CPUC.

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

- 10.1. All costs incurred by Pacific Power to provide "To-the-Meter" facilities for a typical utility service for each qualifying MH-Space will be covered under the MHP Conversion Program.

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- 10.2. Requests for service entrance relocations, rearrangements and upgrades are not covered under the MHP Conversion Program.
- 10.3. Additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules are eligible for inclusion in the MHP Conversion Program. Pacific Power will not provide the service panel and "Beyond-the-Meter" reimbursements for these common area services.
- 10.4. Pacific Power will reimburse the MHP Owner/Operator based on the invoice for the "Beyond-the-Meter" work 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 Conversion Program" amount listed on Attachment C, without prior written approval from Pacific Power. Pacific Power will review all invoices received for the "Beyond-the-Meter" work by the contractor and will reimburse the MHP Owner/Operator for all prudently incurred and reasonable construction expenditures. The MHP Conversion 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 Pacific Power 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-Spaces 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 Pacific Power 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 Conversion Program.

## **11. Nondisclosure**

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

# MOBILEHOME PARK

## CONVERSION PROGRAM AGREEMENT

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 Pacific Power, 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 Pacific Power, MHP Owner/Operator, Contractor or Subcontractor; injury to property of Pacific Power, 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 Pacific Power, 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 Pacific Power, its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless Pacific Power from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which Pacific Power 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 Pacific Power 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

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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 Pacific Power's request, defend any action, claim or suit asserting a claim covered by this indemnity. MHP Owner/Operator shall pay all costs that may be incurred by Pacific Power 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 Pacific Power 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 MHP Application and Pacific Power's Electric Rule 26. 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.

# MOBILEHOME PARK

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### **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 CONVERSION PROGRAM AGREEMENT

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

\_\_\_\_\_  
*Name of Mobilehome Park*

\_\_\_\_\_  
*Company Name of Owner/Operator*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**PACIFIC POWER**

\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Type/Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*



**MOBILEHOME PARK**  
**CONVERSION PROGRAM AGREEMENT**

**Attachment A**  
**Documents and Declaration**

A. Additional Documentation

The MHP Owner/Operator must provide copies of the following documents along with the Agreement to participate in the Mobilehome Park Conversion Program:

1. A copy of a valid operating license from the governmental entity with relevant authority;
2. If the MHP is operated on leased real property, a copy of the land lease. Such lease agreement must demonstrate proof that the lease will continue for a minimum of 20 years.
3. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MHP resident contact information with the MHP Application, such information must be submitted with this Agreement (Attachment A). The list shall consist of complete contact information for the current residents of each space in the MHP, including name, address or space number, mailing address (if different than physical address of the unit), home phone number, cell phone number, email address, and other contact information.

B. Declaration of Non-Condemnation

In accordance with CPUC Decisions (D.) 14-03-021, 20-04-004, and subject to the requirements of Electric Rule 26, MHP Owner/Operator must affirm that the MHP 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 MHP is not subject to any enforceable condemnation order or to pending condemnation proceedings.

\_\_\_\_\_  
Name of Mobilehome Park

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name of Owner/Operator

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

## Attachment B Contractor Selection

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

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

If the Parties 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 Pacific Power's current standards as specified in the Company'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 Attachment C) \$ \_\_\_\_\_

**MOBILEHOME PARK  
CONVERSION PROGRAM AGREEMENT**

**Attachment B  
Contractor Selection**

Secondary Contractor (if required)

• Contractors Name: \_\_\_\_\_

State Contractor License #: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address \_\_\_\_\_

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

# MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

## Attachment C Estimated Costs for MHP Conversion Program

MHP Owner/Operator: \_\_\_\_\_

Project Name: \_\_\_\_\_

Address: \_\_\_\_\_

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 20-04-004, and subject to the requirements of Electric Rule 26, Pacific Power is offering the Mobilehome Park Conversion Program to convert existing privately owned master-meter electric distribution service within a Mobilehome Park or Manufactured Housing Communities (“MHP”), to direct Pacific Power service for each individual space within MHP.

The number of MH-Spaces that will be eligible for conversion to direct Pacific Power service under the MHP Conversion Program shall be equal to the number of residential MH-Space spaces within the MHP and that are designated on the MHP Conversion Application. Pacific Power will include with the MHP Conversion 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 Conversion Program will be the responsibility of the requesting party. These modifications will be handled under Pacific Power’s current applicable Tariffs. In addition, “Beyond-the-Meter” costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the MHP Conversion 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 15.

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

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

# MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

## Attachment C Estimated Costs for MHP Project

**A. Pacific Power's Estimated "To-the-Meter" Project Costs Not Covered by the Program**  
(To be completed by Pacific Power<sup>1</sup>)

Costs Not  
Covered by the  
MHP  
Conversion  
Program

---

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

# MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

## Attachment C Estimated Costs for MHP Project

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

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

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

<sup>2</sup> Provided breakdown of charges not covered by the program on Attachment D.



# MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

## Attachment D Costs That the MHP Owner/Operator is Responsible for that is Not Covered Under the MHP Conversion Program

MHP Owner/Operator: \_\_\_\_\_

Project Name: \_\_\_\_\_

Address: \_\_\_\_\_

Any service modifications and associated costs beyond what is being provided by the MHP Conversion Program will be the responsibility of the requesting party. These modifications will be handled under Pacific Power's current applicable Tariffs. In addition, "Beyond-the-Meter" costs to serve common use areas are the responsibility of the MHP Owner/Operator and are not eligible for reimbursements from the MHP Conversion Program. Request for additional common use area meters and services that are not provided by the MHP Conversion Program, but approved by Pacific Power, will be designed under the guidance of the Electric Service Rule 15.

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 Pacific Power

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

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

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

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

# MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

## Attachment D

### **Costs that the MHP Owner/Operator is Responsible for that is Not Covered Under the MHP Conversion Program**

**Itemized Service Modifications or other services not covered by the MHP Conversion 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 Conversion Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost

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



# MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

## **Attachment E Costs that the MHP Resident is Responsible for that is Not Covered Under the MHP Conversion Program**

MHP Owner/Operator: \_\_\_\_\_

Project Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

**1. Amount Due from MHP Residents to Pacific Power**

- Amount due to Pacific Power for "To-the-Meter" work not covered by the MHP Conversion 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 Conversion Program** \$ \_\_\_\_\_

# MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

## Attachment E

### Costs that the MHP Resident is Responsible for that is Not Covered Under the MHP Conversion Program

**Itemized Service Modifications or other services not covered by the MHP Conversion 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 Conversion Program			
Location	Responsible Party	Requested Service Modification	Estimated Cost

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



# MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT

## Attachment F

### Mobilehome Park Residents Consumer Protection Notice

Each Mobilehome Park (MHP) resident is a third party beneficiary with respect to the protections contained in the following clause, and has the sole right of enforcement.

**The property owner(s) and/or the resident shall not raise the rent of a unit or space because of the increased value of the unit due solely to infrastructure improvements provided by the Mobilehome Park (MHP) Utility Conversion Program (MHP Conversion Program or Program). Allowable factors for rent increase include, but are not limited to, an increase in property taxes, operation and maintenance costs, and/or amortizing costs of property improvements other than those made by the MHP Conversion Program.**

The following contact information for mobilehome park residents is available to assist them in understanding and exercising their rights under the above clause if they believe their rent has increased because of the infrastructure improvements made by the MHP Conversion Program.

Mobilehome Assistance Center (Complaints)

Phone: 1-(800) 952-8356

E-mail: MHAssistance@hcd.ca.gov

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

Mobilehome Residency Law Protection Program (Complaints)

Phone: 1-(800) 952-8356

E-mail: MRLComplaint@hcd.ca.gov

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

MHP Owner/Operator: \_\_\_\_\_

Project Name: \_\_\_\_\_

Date: \_\_\_\_\_