

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

This Mobilehome Park Utility Upgrade 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 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 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 Program”).

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

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

1. General Description of Agreement

- 1.1. This Agreement is a legally binding contract. The Parties agree to be bound by the terms and conditions set forth herein, incorporated herein by reference, and the requirements of Electric 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 Mobilehome Spaces (“MH-Space”), common areas, permanent buildings, and/or structures that currently have utility service.
- 1.2. The number of MH-Spaces eligible for conversion shall be equal to, as of the date of the Application, the number of occupied residential MH-Spaces permitted by the California Department of Housing and Community Development or its designated agency, within the MHP receiving the discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MH-Spaces permitted by the California Department of Housing and Community Development or its designated agency, that are designated on the Application as able to receive electric service from the existing master-metered/submetered system (“Legacy System”).
- 1.3. This Agreement conforms to Decision 14-03-021 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.

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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 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.

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 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. Agreements and documents shall be mailed to:

Pacific Power
Attn: California MHP Program
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 at the MHP 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.

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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 14-03-021.
 - 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 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.
 - 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, 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.
 - 5.3.3. 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 Program. MHP Owner/Operator shall be responsible for such additional costs. Request for service modification may be made by MH Owner directly to Pacific Power where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's rules and regulations. 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

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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 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 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.

5.4. Existing Distribution System (Legacy System)

5.4.1. The MHP Owner/Operator must continue to operate and maintain the existing 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), decommissioning and any environmental remediation.

5.5. Permits

5.5.1. Except for the routine, ministerial construction permits to be acquired by Pacific Power pursuant to Section 6.2 of this Agreement, the acquisition of all other permits that may be necessary will be the responsibility of the MHP

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Owner/Operator. This includes, but is 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, electric meter pedestals, and terminations. Pacific Power will reasonably cooperate with MHP Owner/Operator in obtaining permits required for Beyond-the-Meter work. Costs of permits for Beyond-the-Meter work on electric facilities are eligible for reimbursement under the Program. Costs of all other permits are not eligible for reimbursement under the Program. All permits must be made available for Pacific Power's inspection.

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 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 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 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 Program will be the responsibility of the MHP Owner/Operator and will not be reimbursable from the MHP Program.
- 5.7.3. 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.

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- 5.7.4. The MHP Owner/Operator must allow Pacific Power to directly contact the MHP residents during the project regarding the MHP Program, account setup and other utility programs. MHP Owner/Operator must timely provide any changes or updates to MHP residents' contact information.
- 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. The MHP Owner/Operator shall work cooperatively with Pacific Power to resolve any construction issues that may arise during the conversion.

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.

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 consult with the MHP Owner/Operator to determine the location of the metering points for the MHP, with the Company having final approval of the location of the meter(s) 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 permitted by the California Department of Housing and Community Development or its designated agency 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 permitted by the California Department of Housing and Community Development or its designated agency that qualify for conversion under the MHP Program are summarized in Attachment C of this Agreement.
 - 6.1.5.1. Vacant MH-Spaces will receive a "stub" to the location of the future "Service Delivery Point" during conversion. Vacant spaces occupied subsequent to cutover will receive service in accordance with Pacific Power's line extension rules (Rule 15).
- 6.1.6. Pacific Power will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules.
- 6.1.7. 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 Program.
- 6.1.8. Any requests for service upgrades or relocations beyond what is being provided by the MHP 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.

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6.2.2. Pacific Power will review all permits before beginning construction. No work will be performed by Pacific Power or the contractor under the MHP 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 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 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 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.

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- 6.5.2. To minimize costs to the MHP 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.

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 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 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

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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.
- 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 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,

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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
 - 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.

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- 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 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 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 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 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 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 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.

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- 10.6. Invoices shall include a listing of MH-Spaces that completed the service conversion, and an itemized list and costs for equipment, materials, and labor for "Beyond-the-Meter" facilities that are both covered and not covered by the MHP Program.

11. Nondisclosure

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

12. Indemnification

- 12.1. MHP Owner/Operator shall indemnify, defend and hold harmless 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

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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 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.

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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 Utility Upgrade 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.

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

PACIFIC POWER

Signature

Type/Print Name

Title

Date

MOBILEHOME PARK
UTILITY UPGRADE 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 Utility Upgrade 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 from the time that the MHP Agreement is executed by the Company.
3. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list with contact information for the MH resident(s) and registered owner(s) of the mobilehome/manufactured housing unit on each lot within the MHP with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement. The MHP Owner/Operator should use its best effort to provide a list that includes the following for both the primary MH resident(s) and registered owner of the MH, name, physical 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.

B. Declaration of Non-Condemnation

In accordance with CPUC Decision (D.) 14-03-021, and subject to the requirements of Electric Rule 26, the 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

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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 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 and the Commission 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).

• Contractor Name: _____

State Contractor License #: _____

Contact Person: _____

Title: _____

Address: _____

City: _____ State _____ Zip: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address _____

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

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Attachment B
Contractor Selection

Secondary Contractor (if required)

• Contractor Name: _____

State Contractor License #: _____

Contact Person: _____

Title: _____

Address: _____

City: _____ State _____ Zip: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address _____

Total Estimated Cost to Perform all "Beyond-the-Meter"
work for the MHP (See Attachment 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 26, Pacific Power is offering the Mobilehome Park Utility Upgrade Program to convert existing privately owned master-meter/sub-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 Program shall be equal to the number of residential MH-Space spaces within the MHP and that are designated on the MHP Application. Pacific Power 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 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 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 C.-1 illustrate the financially responsible party for the "To-the-Meter" and "Beyond-the-Meter" services under the MHP Program.

Table C-1	"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 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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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 Power¹)

Costs Not
Covered by the
MHP Program

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

\$ _____

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

\$ _____

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**

\$ _____

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

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 B)

	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 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 D.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

Attachment D Costs that the MHP Owner/Operator is Responsible for that are 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 Electric Rule No. 26 and the Mobilehome Park Utility Upgrade Program Agreement will be the responsibility of the requesting party. These modifications will be handled under Pacific Power's current applicable Tariffs. Request for additional common use area meters and services that are not provided by the MHP Program, but approved by Pacific Power, will be designed under the guidance of the Electric Service Rule 15. 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 Pacific Power

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

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

Attachment E Costs that the MH-Owner is Responsible for that are 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 Pacific Power's current applicable Tariffs. All other requests for service entrant 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 MH residents where the lots are owned by the resident and forward those payments to Pacific Power with this Agreement.

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

1. Amount Due from MH Residents to Pacific Power

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

2. Amount Due from MH Residents to the Contractor

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

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

