



California Public Utilities Commission

ADVICE LETTER



ENERGY UILLIT	OF CALL
MUST BE COMPLETED BY UT	ILITY (Attach additional pages as needed)
Company name/CPUC Utility No.: $_{\mathrm{Bear}}$ $_{\mathrm{Vallev}}$ $_{\mathrm{E}}$	dectric Service (913-E)
Utility type: ✓ ELC	Contact Person: Alicia Menchaca Phone #: (909) 394-3600 x497 E-mail: alicia.menchaca@bvesinc.com E-mail Disposition Notice to: regulatorvaffairs@bvesinc.com
EXPLANATION OF UTILITY TYPE ELC = Electric GAS = Gas WATER = Water PLC = Pipeline HEAT = Heat WATER = Water	(Date Submitted / Received Stamp by CPUC)
Advice Letter (AL) #: 523-E	Tier Designation: 1
Keywords (choose from CPUC listing): Complian	Utility Conversion Program Pursuant to Decision 24-12-037 ace, Mobile Home Parks, Preliminary Statement, Rules, Forms,
AL Type: Monthly Quarterly Annu	_
If AL submitted in compliance with a Commissi Decision No. 24-12-037	on order, indicate relevant Decision/Resolution #:
Does AL replace a withdrawn or rejected AL? I	f so, identify the prior AL: $_{ m No}$
Summarize differences between the AL and th	e prior withdrawn or rejected AL: $ m N/A$
	✓ No nation: vailable to appropriate parties who execute a ontact information to request nondisclosure agreement/
Requested effective date: 9/19/25	No. of tariff sheets: 4
Estimated system annual revenue effect (%): N	I/A
Estimated system average rate effect (%): N/A	A
When rates are affected by AL, include attach (residential, small commercial, large C/I, agric	nment in AL showing average rate effects on customer classes ultural, lighting).
Tariff schedules affected: Preliminary Statement	DD, Form No. 60, Form No. 61, Table of Content.
Service affected and changes proposed $^{1:}$ See	Advice Letter
Pending advice letters that revise the same ta	riff sheets: _{None}

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

CPUC, Energy Division Attention: Tariff Unit 505 Van Ness Avenue San Francisco, CA 94102

Email: EDTariffUnit@cpuc.ca.gov

Name:

Title: Regulatory Affairs

Utility Name: Bear Valley Electric Service

Address: 630 E. Foothill Blvd.

City: San Dimas State: California

Telephone (xxx) xxx-xxxx: (909) 394-3600 x 497

Facsimile (xxx) xxx-xxxx: (909) 394-7427 Email: regulatoryaffairs@bvesinc.com

Name: Alicia Menchaca

Title: Rate Analyst, Regulatory Affairs Utility Name: Bear Valley Electric Service

Address: 630 E. Foothill Blvd.

City: San Dimas State: California

Telephone (xxx) xxx-xxxx: (909) 394-3600 x 497

Facsimile (xxx) xxx-xxxx: (909) 394-7427

Email: regulatoryaffairs@bvesinc.com; alicia.menchaca@bvesinc.com



September 10, 2025

Advice Letter No. 523-E

(U 913 E)

California Public Utilities Commission

Bear Valley Electric Service, Inc. ("BVES") hereby transmits for filing the following:

SUBJECT: <u>Modifications to Mobilehome Park Utility Conversion Program, pursuant to Decision</u> No. 24-12-037

PURPOSE

Pursuant to Decision No. ("D.") 24-12-037, issued December 24, 2024, Ordering Paragraph No. ("OP") 3, OP 4 and OP 5, BVES is revising its Form No. 60 Mobilehome Park Utility Conversion Program Application and Form No. 61 Mobilehome Park Conversion Program Agreement and Preliminary Statement, Part DD Mobile Home Park Balancing Account ("MHPBA") to include the 200-amp electric service standard language and cost recovery as required by the D. 24-12-037. OPs 3, 4, and 5 state:

- 3. Pacific Gas and Electric Company, Southern California Gas Company, Southern California Edison Company, Southwest Gas Corporation, San Diego Gas and Electric Company, Pacific Power, Bear Valley Electric Service Company, and Liberty Electric Company, nine months from the effective date of this decision, shall comply with a 200-amp standard for "to-the-meter" TTM and R.18-04-018 COM/KDL/hma 43 "behind-the-meter" BTM components of the Mobilehome Park Utility Conversion Program.
- 4. Within nine months from the issuance date of this decision, Pacific Gas and Electric Company, Southern California Gas Company, Southern California Edison Company, Southwest Gas Corporation, San Diego Gas and Electric Company, Pacific Power, Bear Valley Electric Service Company, and Liberty Electric Company shall revise the Mobilehome Park Utility Conversion Program agreement, as established in Decision 20-04-004 Ordering Paragraph 6 and Appendix C, and work with Energy Division and Safety and Enforcement Division staff to ensure that the language in the agreement fulfills the requirements of this decision.
- 5. Pacific Gas and Electric Company, Southern California Gas Company, Southern California Edison Company, Southwest Gas Corporation, San Diego Gas and Electric Company, Pacific Power, Bear Valley Electric Service Company, and Liberty Electric Company shall use the cost recovery method adopted for the Mobilehome Park Pilot program

in Decision (D.) 14-03-021 and referenced in D.20-04-004 in Section 14.3 to address additional costs to implement the 200-amp standard.

BACKGROUND

On December 24, 2024, the California Public Utilities Commission ("CPUC") issued D.24-12-037 in Rulemaking No. 18-04-018, adopting a 200-amp electrical service standard for the existing MHP Utility Conversion Program. OPs 3 and 4 require BVES to revise its MHP program agreements to reflect the 200-amp standard within nine months of the issuance of D.24-12-037. BVES is also directed to work with Energy Division and Safety and Enforcement Division staff "to ensure that the language in the agreement fulfills the requirements of this decision." BVES received confirmation via email from Energy Division staff that a Tier 1 Advice Letter proposing new agreement language reflecting the 200-amp standard would be sufficient to meet the requirements of the aforementioned OPs in D.24-12-037.

Per OPs 3, 4 and 5 of D.24-12-037, and based on consultation with Energy Division on January 10, 2025, BVES submits this Tier 1 Advice Letter to provide its update to the Mobilehome Park Utility Conversion Program Agreement reflecting the 200-amp electric service standard established by D.24-12-037.

TARIFF CHANGES

- -Form No. 60: added reference to D.24-12-037
- -Form No. 61: reference to 100 amp is changed to 200 amp
- -Preliminary Statement, Part DD Mobile Home Park Balancing Account ("MHPBA") added reference to D.24-12-037

TIER DESIGNATION

This advice letter is submitted with a Tier 1 designation.

EFFECTIVE DATE

BVES respectfully requests this advice letter become effective on September 19, 2025.

NOTICE AND PROTESTS

A protest is a document objecting to the granting in whole or in part of the authority sought in this advice letter. A response is a document that does not object to the authority sought, but nevertheless presents information that the party tendering the response believes would be useful to the Commission in acting on the request.

A protest must be mailed within 20 days of the date the Commission accepts the advice letter for submission. The Calendar is available on the Commission's website at www.cpuc.ca.gov.

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¹ D.24-12-037, OP 4, at 43.

A protest must state the facts constituting the grounds for the protest, the effect that approval of the advice letter might have on the protestant, and the reasons the protestant believes the advice letter, or a part of it, is not justified. If the protest requests an evidentiary hearing, the protest must state the facts the protestant would present at an evidentiary hearing to support its request for whole or partial denial of the advice letter.

The utility must respond to a protest within five days.

All protests and responses should be sent to:

California Public Utilities Commission, Energy Division 505 Van Ness Avenue San Francisco, California 94102

E-mail: EDTariffUnit@cpuc.ca.gov

The protest or correspondence should also be sent via U.S. mail and/or electronically, if possible, to BVES at the addresses shown below on the same date it is delivered to the Commission.

Bear Valley Electric Service, Inc.

Regulatory Affairs

E-mail: Regulatory Affairs@bvesinc.com

If you have not received a reply to your protest within 10 business days, please contact Alicia Menchaca at (909) 630-5555.

Correspondence:

Any correspondence regarding this compliance filing should be sent by regular mail or e-mail to the attention of:

Regulatory Affairs Bear Valley Electric Service, Inc. 630 East Foothill Blvd. San Dimas, California 91773

Email: RegulatoryAffairs@bvesinc.com

The protest shall set forth the grounds upon which it is based and shall be submitted expeditiously. There is no restriction on who may file a protest.

Sincerely,

/s/Alicia Menchaca Alicia Menchaca Rate Analyst, Regulatory Affairs Bear Valley Electric Service, Inc.

cc: Jenny Au, Energy Division Michael Campbell, California Public Advocates Office Scott Logan, California Public Advocates Office Tamera Godfrey, California Public Advocates Office BVES General Order 96-B Service List

Attachment 1 Advice 523-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
3640-E	Form No. 60 MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION Sheet 1	2827-E*
3641-E	Form No. 61 MOBILEHOME PARK UTILTY CONVERSION PROGRAM AGREEMENT Sheet 1	3070-E
3642-E	PRELIMINARY STATEMENTS Sheet 1	2817-E*
3643-E	Table of Contents Sheet 1	3639-E
3644-E	Table of Contents Sheet 4	3596-E

BEAR VALLEY ELECTRIC SERVICE, INC. (U 913 E)

42020 GARSTIN DR. – P.O. BOX 1547 BIG BEAR LAKE, CALIFORNIA 92315 Revised Cal. P.U.C. Sheet No. 3640-E Cancelling Revised Cal. P.U.C. Sheet No. 2827-E*

Page 1

Form No. 60 MOBILEHOME PARK UTILITY CONVERSION PROGRAM APPLICATION

PLEASE SEE ATTACHED

MOBILE HOME PARK UTILITY CONVERSION PROGRAM APPLICATION

(FORM AVAILABLE UPON REQUEST)

Issued By
Paul Marconi
President

In accordance with California Public Utilities Commission (CPUC or Commission) Decision (D.)20-04-004
and subject to the requirements of the Mobilehome Park Utility Conversion Program Rule (MHP Rule ¹),
the Commission-regulated electric and natural gas utilities (Utilities) are offering a Mobilehome Park Utility
Conversion Program (MHP Program) to replace existing privately owned master-meter /sub-meter electric
and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities (MHP),
to direct Utility service to each individual MHP space within the MHP.

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

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

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

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

Date of Issuance:

San Diego Gas and Electric – Rule 44 Southern California Edison – Rule 27 Southern California Gas – Rule 44 Southwest Gas – Rule 23

MHP Rule by Utility
Bear Valley Electric Service – Rule 23
Liberty Utilities – Rule 23
Pacific Gas and Electric – Rule 28
Pacific Power – Rule 26

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

MHP Owner/Operator is to use its "best effort" to provide the information that is being requested on this Application. The Utility's project manager assigned to your park may provide assistance in completing the MHP Application. Incomplete information on this application will not result in disqualification in the program, but may result in longer engineering time, excavation time and other setbacks that may delay the completion of the project. THIS APPLICATION MUST BE APPROVED BY, THE UTILITY (UTILITIES) BEFORE YOUR MHP WILL BE ACCEPTED INTO THE MHP PROGRAM AND SCHEDULED FOR CONVERSION.

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

This Application has been developed as part of the CPUC's regulatory process and conforms to CPUC (D.) 20-04-004 and 24-12-037. The Application has been approved by the Commission as a required component of the MHP Program, and may not be waived, altered, amended or modified, except as authorized by the CPUC. This Application at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

This Application is specific to PG&E's service territory. If your MHP is within multiple utility service territories, please consult with the other utility listed as necessary. Please complete the Application in its entirety, attach all requested documentation, and mail a copy to each of the Utilities that you identified above as providing electric and/or gas service to your MHP. Utility addresses are listed below. Utility addresses are listed below:



Bear Valley Electric Service

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



Liberty Utilities (CalPeco Electric) LLC

933 Eloise Avenue South Lake Tahoe, CA 96150



Pacific Gas and Electric Company

Mobilehome Park Utility Conversion Program 77 Beale St., Mail Code B10B San Francisco, CA 94105-1814



Pacific Power 300 S. Main

Yreka, CA 96097



San Diego Gas & Electric Company

MHP Program, SC720J A1 8306 Century Park Ct. San Diego, CA 92123-1530



Southern California Edison Company

MHP Utility Conversion Program Rancho Cucamonga Regional Office, G139 9500 Cleveland Ave., Rancho Cucamonga, CA 91730





Southern California Gas Company

MHP Program, SC720J A1 8101 Rosemead Blvd, Pico Rivera, CA 90660-5100



Southwest Gas Corporation

Attn: MHP Program 13471 Mariposa Road Victorville, CA 92392

1. MHP Project Information

Mobilehome Park Nam	ne:		
Address:			
			:
County:		ZIP:	
Nearest Cross Street:			
HCD Mobilehome Park	k Identification Νι	ımber:	
Total Number of MHP	Spaces Permitte	d by HCD: _	as of:
Total Number of MHP (RV) Spaces:	•	•	ctric service, excluding Recreation Vehicle
Number of MHP Space	es Occupied by R	Residents:	
Number of Unoccupied	I MHP Spaces: _		
Number of Recreations	al Vehicles (RVs)	³ Spaces:	
Year MHP was established	shed:		
Applicant / Owner/ Ope	erators Name:		
Day Phone:			
Cell Phone:			
Fax: ()	Eı	mail Address	:
Mobilehome Unit Owne	ership Type		
☐ All units on com☐ Common use s	nmon single parc hared ownership	el	☐ Units on individual parcels☐ Other:
Does the MHP Owner/	Operator have a	current and	valid license to operate a MHP?
□ No	☐ Yes	License Nu	mber:
Is the MHP currently su condemnation proceed		rceable cond	emnation order and/or to a pending
□ No	□ Yes		
Is the MHP operated o	n leased real pro	perty?	
□ No	□ Yes	Number of	years remaining on land lease:

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

2. Business Information

		Legal Name to appear on contra	act:			
		☐ Individual ☐ Limited Liability Corporation ☐ Other	☐ Partnership☐ Governmental Ag	gency	☐ Corporation☐ Sole Proprietor	
		State of Incorporation or LLC: _				
		Name of person authorized to s	ign contracts:			
		Title				
		Mailing Address for contracts: _			_	
		City:	State			
		County	ZIP _			
		Phone Number:	Email	l:		
,	CO	=				
		ntractor hired by the MHF	, the MHP Resid	lents and	d the Utility).	
	CO					
(Name of MHP Representative:				
(Title:			_	
(Title:				
(Title:Address:City:	State		ZIP:	
(Title: Address: City: Day Phone:	State		ZIP:	
(Title:	State		ZIP:	
(Title:Address:	State		ZIP:	
(Title:	State		ZIP:	
•	a.	Title:Address:	State		ZIP:	
•	a.	Title:Address:	State		ZIP:	
•	a.	Title:	State		ZIP:	
•	a.	Title:Address:	State		ZIP:	
•	a.	Title:	State State		ZIP:	
•	a.	Title:	State		ZIP:	

4. Current Utility Services for the MHP's Master-Meter System(s)

a.

b.

Electric Service:		
Electric Service Prov	vider:	
Name as it appears	on bill:	
Type of Service:	☐ Electric Overhead Service	☐ Electric Underground Service
	☐ Other:	
	nase electricity through a third partyrvice Provider [ESP])?	/ (e.g., Community Choice Aggregator
□ No	☐ Yes, Provider Name: _	
	al dwelling units within the MHP tha under current qualifying Mobilehom	nt currently ne rate schedule:
Current Electric	Service Account Number	Current Rate Schedule
To list additional acc	counts use Attachment "B"	
Gas Service (if app	licable):	
Name of Gas Servic	e Provider:	
Name as it appears	on bill:	
Type of Service:	☐ No Gas Service available a	t MHP (Electric only)
	☐ Natural Gas System	
	☐ Propane System (Centraliz	ed tank with MHP distribution system)
	☐ Propane System (at each N	/IH-Space)
	Other:	
Does the MHP purch	nase gas through a third party (e.g.	, Core Transport Agent [CTA])?
□ No	☐ Yes, Provider Name: _	
	al dwelling units within the MHP tha under current qualifying Mobilehom	

	Current Gas	Service Account Number	cr Current Rate Schedule
			<u> </u>
			
			<u> </u>
	To list additional a	ccounts use Attachment '	<u>'B"</u>
	Telephone Service	e (if applicable):	
	Name of Telephon	e Service Provider:	
	Name as it appear	s on bill:	
	Type of Service:	☐ Overhead Phon	e Service
		☐ Other:	
-		ervice (if applicable):	
	Name of Cable/ Sa	atellite Service Provider: _	
	Name as it appear	s on bill:	
	Type of Service:	□ Overhead Cable	e Service
		☐ MHP Owned Ca	able/Satellite/Phone Service
		☐ Other:	
i	ırrent Energy M	etering Arrangemer	nt
	<u>Electric</u>		<u>Gas</u>
	☐ Master-Meter/S	Sub-Meter Electric	☐ Master Meter/Sub-Meter Gas
	- 0"	Meter, no Sub-Meter	☐ Master Gas Meter, no Sub-Meter
	☐ Other:		Other:
Ξn	ergy Usage/Lo	ad Information	
۱.	Electric Load Info		
	1) Typical MHP	Snaco	
	,	•	
	<u> </u>	Space Main Switch Size & Service Termination End	closure) Amps

5.

6.

2) Common Use Area Common Use Area Electric Service: # 1 Description: Voltage: _____ Phase: _____ Main Size: ☐ Lift Station (_____ HP) ☐ MHP Office KW) KW) KW) ☐ Street Lights (_____ ☐ Swimming Pool (☐ Club House (KW) ☐ Area Lighting KW) ☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site KW) □ Others _____ KW) Common Use Area Electric Service: # 2 Description: Phase: Main Size: Voltage: \square Lift Station (<u>HP</u>) \square MHP Office KW) ☐ Street Lights (_____KW) □ Swimming Pool (KW) ☐ Club House (KW) □ Area Lighting KW) KW) ☐ Sprinkler/Irrigation Controls (must be metered) ☐ Park Site ☐ Others KW) Additional Common Use Area Service - For additional electric common use area service requests use Attachment "B" 3) Streetlighting ☐ Streetlights to be served under general service rates with common use areas ☐ Streetlights to be separated from common use load and served unmetered under an applicable Utility streetlight rate schedule as approved by the Utility. Please provide the information for each lamp type that can be found in the MHP in the area below and in Attachment B, if necessary. (check one lamp type). Lamp Type: # _ 1 ☐ High Pressure Sodium Vapor ☐ Low Pressure Sodium Vapor

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

Watts per lamp: Number of lamps/fixtures:

☐ Metal Halide

☐ LED

How are streetlights currently served?

☐ Other _____

☐ Mercury Vapor

☐ Incandescent

- ☐ Served directly from Master meter account
- ☐ Served from MH sub-meter, or MH pedestal
- ☐ Direct unmetered connections

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

b.

Self-Generation – Is there currently any self-generation) equipment servicing the common areas		
☐ Yes (Size of system KW)		No
☐ Yes (Charger size kW)		No
tural Gas Load Information (if applicable)		
tural Gas Load Information: Natural gas will be delive livery pressure per Rule 2.	ered	at the Utilities standard service
anted, elevated service delivery pressure may be red erational needs. Special Facilities and cost-of-owners	iceo ship	d at any time due to the Utility charges may apply for elevated
Mobilehome Gas Appliances:		
Gas will be provided to individual Mobilehomes at the residential service per Rule 2.	ne U	tility's standard delivery pressure for
Common Use Area		
Common Use Area Gas Service: #1 Descripti	on:	
Gas Service Delivery Pressure Requested:		Standard delivery pressure Other (psig)
Gas appliances that can be found in common u	se a	reas: (check all that applies)
 □ Water Heater- Btu rating: □ Gas Oven- Btu rating: □ On-Demand Water Heater Btu rating: □ Other gas loads 		Pool/Spa Heater- Btu rating: Furnace- Btu rating: Outdoor Gas Heaters Btu rating:
Common Use Area Gas Service: #2 Description Gas Service Delivery Pressure Requested:		Standard delivery pressure Other (psig)
 □ Water Heater- Btu rating: □ Gas Oven- Btu rating: □ On-Demand Water Heater Btu rating: □ Other gas loads 		Laundry Dryer- Btu rating: Pool/Spa Heater- Btu rating: Furnace- Btu rating: Outdoor Gas Heaters Btu rating:
ייי וייי וייי וייי וייי וייי וייי וייי	Yes (Size of systemKW) Electric Vehicle Charging Station − Is there curre Station located at the MHP that is available for all the Heat of the Heat o	Yes (Size of system KW)

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

7. Additional Documentation

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

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

8. Planning, Engineering and Construction

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

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

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

9. Application Deadline

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

10. Next Steps

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

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

Cost estimates for the "Beyond-The-Meter" work shall also be summarized to the Utility in a format that uses Attachment C, D and E of the MHP Agreement as a template. The template that will be used for the "Beyond-The-Meter" estimate will be given to the MHP Owner/Operator at the time the metering points are provided.

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

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

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

11. Cancellation of MHP Application

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

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

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

12. MHP Owner/Operator Certification

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

Name of Mobilehome Park	Signature
	•
Name of Owner/Onerator	Time / Driet None
Name of Owner/Operator	Type/Print Name
Date	Title

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

Attachment A - Additional Documentations

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

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

Attachment B – Additional Information

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

1. Electric Service Account Information: Please list any additional Electric Service Accounts Numbers currently serving the MHF provided in the MHP Application. Current Electric Service Account Number Current Rate Sched	
provided in the MHP Application.	
Current Electric Service Account Number Current Rate Scheo	ule
	

Attachment B – Additional Information

2. Natural Gas Service Account Information:

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

Current Gas Service Account Number	Current Rate Schedule

Attachment B – Additional Information

3. Electric Common Use Area Services:

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

Additional Common Use Area Service - Provide additional sheet as necessary

Common Use Area Electric Se	ervice: #	Description:_				
Voltage:	Phase	:		Main Size:		
☐ Lift Station (MHP Office	(KW)
☐ Street Lights (Swimming Pool	(KW)
☐ Club House (Area Lighting	(KW)
☐ Sprinkler/Irrigation Controls (must be metered)			Park Site	(
☐ Others					_ (KW)
Common Use Area Electric Se	ervice: #	Description:				
Voltage:	Phase	:		Main Size:		
☐ Lift Station (MHP Office	(
☐ Street Lights (Swimming Pool		
☐ Club House (
☐ Sprinkler/Irrigation Controls (must be metered)				(KW)	
☐ Others						
Common Use Area Electric Se	ervice: #	Description:_				
Voltage:	Phase		_	Main Size:		
☐ Lift Station (HP)		MHP Office	(KW)
☐ Street Lights ((KW)
☐ Club House (KW)		Area Lighting	(KW)
☐ Sprinkler/Irrigation Controls (must be metered)			Park Site	(KW)	
□ Others					_ (KW)
	. ,,	5				
Common Use Area Electric Se						
Voltage:						
☐ Lift Station (•			(,
☐ Street Lights (
☐ Club House (Area Lighting	,	
☐ Sprinkler/Irrigation Controls (must be metered)				Park Site	(
☐ Others					(KW)

Attachment B – Additional Information

4. Streetlight Lamp Type

If Street Lighting to be separated from common use load and served unmetered under an applicable Utility streetlight rate schedule, please provide the information for each lamp type (check one lamp type) that could not be documented in Section 6 of this Application.

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

Attachment B – Additional Information

5. Natural Gas Common Use Area Services:

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

Provide additional sheet as necessary Common Use Area Gas Service: #_____ Description: _____ Gas Service Delivery Pressure Requested:

\[\primeta \frac{1}{4} \text{ psig} \]

\[\primeta \text{ Other (psig)} \] □ Gas Range - Btu rating: □ Laundry Dryer- Btu rating: □ Water Heater- Btu rating: □ Pool/Spa Heater- Btu rating: □ Furnace- Btu rating: On-Demand Water Heater
Btu rating:
Other gas loads

Undoor Gas Heaters
Btu rating:
Btu rating: Btu rating: Common Use Area Gas Service: #_____ Description: _____ Gas Service Delivery Pressure Requested:

\[\primeta \frac{1}{4} \text{ psig} \]

\[\primeta \text{ Other (__psig)} \] □ Gas Range - Btu rating: □ Laundry Dryer- Btu rating: □ Pool/Spa Heater- Btu rating: □ Pool/Spa Heater- Btu rating: □ Decol/Spa Heater- Btu rating: □ Pool/Spa Heater- Btu rating: □ Poo ☐ Gas Oven- Btu rating: ☐ Furnace- Btu rating: ☐ Outdoor Gas Heaters

Btu rating: ☐ Outdoor Gas Heaters

Btu rating: ☐ Btu rating: ☐ Outdoor Gas Heaters

Btu rating: ☐ Btu rating: ☐ Other gas loads ☐ Btu rating: ☐ Other g Btu rating: Common Use Area Gas Service: #_____ Description: _____ Gas Service Delivery Pressure Requested:

\[\primeta \frac{1}{4} \text{ psig} \]

\[\primeta \text{ Other (__psig)} \] □ Gas Range - Btu rating: □ Laundry Dryer- Btu rating: □ Pool/Spa Heater- Btu rating: □ Pool/Spa Heater- Btu rating: □ Dool/Spa Heater- Btu rating: □ Dool ☐ Gas Oven- Btu rating: ☐ Furnace- Btu rating: ☐ Outdoor Gas Heaters □ On-Demand Water Heater

Btu rating:

□ Other gas loads

□ Other gas loads Btu rating: Common Use Area Gas Service: #_____ Description: _____ ☐ 1/4 psig ☐ Other (___psig) Gas Service Delivery Pressure Requested: ☐ Gas Range - Btu rating: ☐ Laundry Dryer- Btu rating: ☐ □ Water Heater- Btu rating: □ Pool/Spa Heater- Btu rating: □ ☐ Gas Oven- Btu rating: ☐ Furnace- Btu rating: ____ ☐ Outdoor Gas Heaters □ On-Demand Water Heater Btu rating: _____ Btu rating: _____ Btu rating: _____

BEAR VALLEY ELECTRIC SERVICE, INC. (U 913 E)

42020 GARSTIN DR. – P.O. BOX 1547 BIG BEAR LAKE, CALIFORNIA 92315 Revised Cal. P.U.C. Sheet No. 3641-E Cancelling Revised Cal. P.U.C. Sheet No. 3070-E

Page 1

Form No. 61 MOBILEHOME PARK UTILTY CONVERSION PROGRAM AGREEMENT

PLEASE SEE ATTACHED

MOBILE HOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

(FORM AVAILABLE UPON REQUEST)

Issued By
Paul Marconi
President



This Mobilehome Park Utility Upgra	ide Program Agreement ("Agreement") is made and entered
into by and between	("MHP
Owner/Operator"), a	organized and existing under the laws of the
state of	, and the Utility, "Bear Valley Electric Service"
("BVES" or "Utility"), a corporation	organized and existing under the laws of the state of
California. MHP Owner/Operator ar	nd BVES may be individually referred to as a "Party" and
collectively as the "Parties."	

RECITALS

WHEREAS, BVES offers a pilot program under the direction of the California Public Utilities Commission ("CPUC" or "Commission") pursuant to Decision 14-03-021 whereby master-metered/submetered Mobilehome Parks ("MHP") may elect to convert to direct utility service, with costs for "To-the-Meter" and "Beyond-the-Meter" work to be borne by BVES (MHP Program).

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

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

1. General Description of Agreement

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

Utility service to be converted to direct BVES service ⊠ Electric Only

1.2. Prior to signing this Agreement, the MHP Owner/Operator would have already submitted the California Public Utilities Commission (CPUC or Commission) "Form of Intent" and the MHP Application (Form 60), and continue to be bound by the terms set forth in those documents.

- 1.3. The number of MH-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of occupied residential MH-Spaces permitted by the California Department of Housing and Community Development or its designed agency, within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MH-Space permitted by the California Department of Housing and Community Development or its designed agency, that are designated on the MHP Application that are currently able to receive electric and/or gas service from the existing master-metered/submetered system (Legacy System)
- 1.4. The MHP Owner/Operator must provide the following documents with the MHP Agreement pursuant to MHP Program criteria in MHP Rules: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) if the MHP is operated on leased real property, proof that the land lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by BVES; and (3) declaration under penalty of perjury/affirmation that the MHP is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).
- 1.5. This Agreement Commission conforms to Decision 14-03-021 and has been approved by the CPUC for use between BVES and the MHP Owner/Operator. The terms and conditions of this Agreement may not be waived, altered, amended or modified, except as authorized by the CPUC. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

2. Representations

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

accordance with applicable regulations, laws, City and County ordinances and recognized professional standards.

3. Submittal of Agreements and Documents

- 3.1. Upon receipt of the Agreement, the MHP Owner Operator will have thirty (30) days to sign and submit the Agreement to BVES.
- 3.2. If requested by either party, a post engineering meeting can be requested prior to the signing of the Agreement to resolve any outstanding issues and concerns, and/or to review the reasonableness of the Contractor's bid to perform the "Beyond-the-Meter" work. BVES and the Commission encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. BVES reserves the right to withdraw the MHP space approval for the MHP, and may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs as specified in Section 10 of this Agreement.
- 3.3. Agreements and documents shall be mailed to:

Mobilehome Park Utility Upgrade Program Bear Valley Electric Service 42020 Garstin Drive Big Bear Lake, CA 92315

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 the "Beyond-the-Meter" work at the MHP and shall consult and coordinate with BVES on such selection. The MHP Owner/Operator shall provide in Attachment B, attached hereto and incorporated herein, information about the selected contractor

5. MHP Owner/Operator Responsibilities

5.1. The MHP Owner/Operator will continue to have sole responsibility for compliance with all applicable laws governing mobilehome parks and compliance with the MHP's own Rules and Regulations.

5.2. Easements

- 5.2.1. The MHP Owner/Operator shall provide or assist in obtaining rights-of-ways or easement as required by the Utility's Distribution and Service Extension Rules (Rule 15 & 16) and Decision 14-03-021.
- 5.2.2. BVES shall at all times have the right to enter and leave the park for any purpose connected with the furnishing of electric service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency

work, etc.) and the exercise of any and all rights secured to it by law, and under all applicable BVES tariffs.

5.3. <u>Engineering and Planning – Electric Distribution System</u>

- 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 BVES.
- 5.3.2. BVES will normally design and install a single phase, 120/240 volts, 200-ampere electric meter service equipment at each individual MH-Space. Any requests for service modifications beyond the 200-ampere electric service or relocations beyond what is being provided by the MHP Program will be handled under BVES's current Rules and Tariffs.

5.4. Engineering and Planning – General

- 5.4.1. MHP Owner/Operator shall ensure that any proposal for "Beyond-the-Meter" work prepared or received by the MHP Owner/Operator is based on a full knowledge of all conditions that would affect the cost and conduct of the conversion. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to BVES the physical conditions at the work site, including as applicable, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on drawings; the extent of established lines and levels.
- 5.4.2. MHP Owner/Operator will at all times own and is responsible for the "Beyond-the-Meter" utility service facilities.
- 5.4.3. Requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program can be made by the MHP Owner/Operator and such modifications and additional incremental costs, will be the sole responsibility of the MHP Owner/Operator. Request for service modifications may be made by the owner of the mobilehome/manufactured housing unit directly to BVES where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rules and Regulations. BVES 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 a 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 BVES prior to or with the submittal of the MHP Agreement in order for the construction phase to begin.

- 5.4.3.1. The MHP Owner/Operator, or its representative, is responsible to collect any and all fees associated with "To-the-Meter" service modifications that are not covered by the MHP Program that were requested on behalf of the MH-Owner and due to BVES under the current Rules and Tariffs and forward those payments to BVES.
- 5.4.3.2. "Beyond-the-Meter" service modifications that are not covered by the MHP Program, including installation costs that exceed the most cost-effective option (e.g. alternate routes or below ground installations), will not be eligible for reimbursement from BVES.
- 5.4.3.3. Any requests for service entrance relocations, rearrangements and upgrades that occur after the design and engineering phase has been completed will result in a change order that may require redesign and/or re-engineering. Additional redesigning and/or re-engineering costs will not be eligible for reimbursement from BVES.
- 5.4.4. The MHP Owner/Operator shall keep any worksite(s) free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by BVES and/or the contractor. Temporary facilities may include, but is not limited to, storage sheds, decks, awning, car ports, or any facility that is not normally provided by the MHP. Relocation or removal of such items will not be eligible for reimbursement from BVES.
- 5.4.5. The MHP Owner/Operator will continue to own, maintain and be responsible for facilities located within the park's common area, such as the office, clubhouse, laundry facilities, streetlights, etc., and their associated "Beyond-the-Meter" facilities. BVES meters will be installed to serve these facilities. MHP Owner/Operator will be responsible payment of BVES 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 BVES.

5.5. Existing Distribution System (Legacy System)

5.5.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submeter system ("Legacy System") and continue to provide utility service to the MHP residents until cutover to the new direct BVES service system. At all times, the Legacy System will remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (if required), decommissioning and any environmental remediation.

5.6. Permits

5.6.1. Except for the routine, ministerial construction permits to be acquired by BVES pursuant to Section 6 of this Agreement, the acquisition of all other permits will

be the responsibility of the MHP Owner/Operator. This includes, but not limited to the following:

- Environmental and governmental agency permits.
- Caltrans permits.
- Railroad permits.
- HCD and/or local City and County building permits for electric service work necessary to install new service delivery facilities including, but not limited to, electric meter pedestals, and terminations

The work performed by the MHP Owner/Operator's Contractor will include submittal of permits associated with all "Beyond the Meter" work for the agency with jurisdictional authority and such permits will be reimbursable under the MHP Program

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

5.7. <u>Environmental, Endangered Species and Cultural Resources Review</u>

- 5.7.1. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues are the sole responsibility of MHP Owner/Operator and must be addressed as required by the agency with jurisdictional authority. No utility shall assume any remediation responsibility and utility ratepayers shall bear no costs associated with any required remediation.
- 5.7.2. Any environmental, endangered species and cultural resources issues that are identified during the conversion will result in the immediate suspension of work at the MHP. The MHP Owner/Operator shall resolve these issues prior to work resuming at the MHP. MHP Owner/Operator may be granted additional time by BVES to resolve environmental, endangered species and cultural resources issues prior to completing the conversion, however, such time will not exceed the period of the MHP Program, unless approved by the CPUC.

5.8. Outreach and Education

- 5.8.1. The MHP Representative will be the liaison for the MHP Owner/Operator and will be responsible for relaying project information to MHP Residents and to BVES. The MHP Representative shall provide status updates to the MHP Owner/Operator and the MHP Residents from BVES and provide timely status updates from contractors and MHP Owner/Operator to BVES.
- 5.8.2. All costs associated with the MHP Representative in performing the duties associated with the Program will be the responsibility of the MHP Owner/Operator and will not be reimbursable from the MHP Program.

- 5.8.3. The MHP Representative shall be the central point of contact for all outreach, marketing and communication notices regarding the MHP Program that are intended for the MHP residents. The MHP Representative shall distribute the information to the residents in a timely manner in accordance to MHP's Rules and Regulations
- 5.8.4. The MHP Owner/Operator must allow BVES to directly contact the MHP residents during the project regarding the MHP Program, account setup and other utility programs. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MH residents with contact information with its submittal of the MHP Application, it must do so with the submission of the MHP Agreement Attachment A. The list shall consist of a complete list of current residents for each space in the MHP, including name, address or space number, mailing address if different than physical address of unit, home phone number, cell phone number, email address, and other contact information.
- 5.8.5. The MHP Representative shall ensure that its contractor works with BVES 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 BVES communications and be distributed in a timely manner.

5.9. Construction

- 5.9.1. Construction of the conversion project may commence after compliance with Section D.3.b of the MHP Rule.
- 5.9.2. The MHP Owner/Operator shall work cooperatively with BVES to resolve various construction issues that may arise during the project, such as providing an acceptable site for construction yard for BVES materials and equipment during the project.

5.10. Cutover / Completion of Conversion

- 5.10.1. Prior to cutover, all jurisdictional authorities must inspect and approve installation of the "Beyond-the-Meter" work.
- 5.10.2. Cutover cannot occur until BVES is satisfied that 24 hour access is available to all utility facilities. Where such access may be restricted due to fencing or locked gating, the MHP Owner/Operator or the owner of the individual MH-Spaces shall provide a utility approved locking device with a utility keyway. Where electronic gates may be involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller.

- 5.10.3. The MHP Owner/Operator is responsible for discontinuing MHP utility service to all qualifying MH-spaces no later than 90 days after BVES is ready to cutover all qualifying MH-spaces to direct Utility service.
- 5.10.4. If requested by BVES, the MHP Owner/Operator shall require its contractor to be available perform joint cutover with BVES for the individual services within the MHP.

6. Utility's Responsibilities

6.1. Engineering and Planning

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

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

- 6.1.2. BVES will prepare a preliminary design package for the new electric system and prepare all necessary land rights documents.
- 6.1.3. BVES will consult with the MHP Owner/Oerator to identify the location of each electric meter and any protection required for the metering service equipment. BVES will have the final approval of the location of the meter.
- 6.1.4. BVES will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules.
- 6.1.5. BVES will design and install the "To-the-Meter" facilities to accommodate a service equivalent to the existing service. If the existing electric service is less than 200 amperes, BVES will design and install "To-the-Meter" facilities to accommodate 200 ampere service as part of the MHP Program.
- 6.1.6. With the exception of the 200 ampere minimum electric service, any requests for service upgrades or relocations beyond what is being provided by the MHP Program will be handled under BVES current Rules and Tariffs.
- 6.1.7. Vacant MH-Spaces will receive a stub to the location of the future "Service Delivery Point" during the MHP Program. When a previously vacant space

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

6.2. Permits

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

6.3. Environmental and Cultural Resources Review

6.3.1. BVES shall conduct a "desktop" environmental, endangered species and cultural resources review of the proposed work at the MHP. If such review indicates any environmental, endangered species and cultural resources issues, BVES will immediately suspend of work at the MHP. BVES will not resume work until it has received authorization from appropriate experts and/or agency with jurisdictional authority. BVES 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. BVES 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, BVES 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 BVES will include, but is not limited to, "transition kits" for the MHP residents with information about construction work impacts, timing, account setup instructions, utility programs and services such as California Alternate Rate for Energy (CARE), medical assistance program, and energy efficiency. BVES will work with the MHP Representative to ensure all notices and project information is communicated and distributed in a timely manner.
- 6.4.3. BVES 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. BVES will install, or select a qualified licensed contractor to install the new "Tothe-Meter" electric distribution system that will meet all current electric design

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

6.6. Cutover / Completion of Project

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

7. Safety

7.1. <u>IMPORTANCE OF SAFETY</u>: 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 BVES at any time observe the contractor, or any of its subcontractors, performing the work in an unsafe manner, or in a manner that may, if continued, become unsafe, then BVES 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. BVES may designate safety precautions in addition to those in use or proposed by contractor. BVES 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 BVES request, the MHP Owner/Operator shall require its contractor to provide certain safeguards not in use but considered necessary and if contractor fails to comply with the request within a reasonable time, BVES may provide the safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by BVES may result in termination of the Agreement for cause.
- 7.4. Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to BVES personnel, MHP Owner/Operator, contractors, subcontractors, MHP residents, and/or the general public. Upon notice, the responsible party shall investigate the potential safety hazard, and if necessary, take actions to remedy the situation.
- 7.5. The MHP Owner/Operator shall be responsible for notifying local emergency services, if required, about pending road closures or detours that may affect life safety and services to the MHP and MHP residents.

8. Delay and Suspension of Work

8.1. Suspension of Work by BVES: BVES reserves the right to suspend the work under the MHP Utility Upgrade Program to serve the needs of the greater public.

- 8.2. Notification of Delays: MHP Owner/Operator shall cause contractor to promptly notify BVES in writing of any impending cause for delay that may affect BVES' schedule. If possible, BVES 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 BVES' opinion, the delay is sufficient to prevent MHP Owner/Operator's compliance with the specified schedule, MHP Owner/Operator shall accelerate the work by overtime or other means, at MHP Owner/Operator's expense, to assure completion on schedule.

9. Termination

- 9.1. Either Party may, at its option, terminate upon 30 day written notice to the other Party.
 - 9.1.1. BVES 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 BVES and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at BVES' 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 BVES within twelve (12) months of the execution of this Agreement; or
 - 9.1.1.4. A legal action is placed against the MHP Owner/Operator which, in BVES' 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 BVES for all work and costs incurred prior to the cancellation that did not result in a direct BVES service of an individual MH-Space or common area. BVES' 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 BVES 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 BVES service of an individual MH-Space; and
- 9.1.2.3. Repay in full to BVES any reimbursements paid to the MHP Owner/Operator for partial work completed by its Contractor.
- 9.1.3. In the event of termination, BVES shall reimburse the MHP Owner/Operator for services satisfactorily completed prior to the date of cancellation that resulted in direct BVES service which are of benefit to BVES. In no event shall BVES be liable for lost or anticipated profits or overhead on uncompleted portions of the work due to termination.
- 9.1.4. Cancelled MHP Agreement may, at BVES' option, result in the removal the MHP from the MHP Program and the selection of the next MHP that is on the waiting list for the MHP Program.
- 9.1.5. MHP Owner/Operator shall be liable for additional costs to BVES arising from termination. BVES may terminate this Agreement, suspend work and/or the MHP Program if directed to do so by the CPUC. Liability of incomplete projects will be determined by the California Public Utilities Commission.

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

- 10.1. All costs incurred by BVES 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 Utility Upgrade Program and will not provide "Beyond-the-Meter" reimbursements for these common area services. BVES will not provide the service panel.
- 10.4. BVES will reimburse the MHP Owner/Operator based on the invoice for the "Beyond-the-Meter" to be performed by the contractor. The amount that is eligible for reimbursement for the "Beyond-the-Meter" work shall not exceed the "Cost Covered by the MHP Program" amount listed on Attachment C, without prior written approval from BVES. BVES will review all invoices received for the "Beyond-the-Meter" work by the contractor and will reimburse the MHP Owner/Operator for all prudently occurred and reasonable construction expenditures. The MHP Program will not cover or reimburse costs for any modification or retrofit of the mobilehome or manufactured home.

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

11. Nondisclosure

- 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

- MHP Owner/Operator shall indemnify, defend and hold harmless BVES, 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 BVES, MHP Owner/Operator, Contractor or Subcontractor; injury to property of BVES, 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 BVES, 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 BVES, its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless BVES from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which BVES 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 BVES from all causes of action or claims arising from or related to these systems.
- 12.2. MHP Owner/Operator acknowledge 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 BVES'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 BVES 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 BVES 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 Utility Upgrade Program Agreement and all attachments hereto, the MHP Application and BVES' Rule 23. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

16. Enforceability

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

17. Force Majeure

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

18. Not a Joint Venture

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

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.					
Name of Mobilehome Park	Dana Valley Flactric Comics				
	Bear Valley Electric Service				
Company Name of Owner/Operator					
Signature	Signature				
Print Name	Type/Print Name				
Title	Title				
 Date	 Date				



MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT Attachment A Documents and Declaration

A. Additional Documentation

As described in the Applicability Section of Rule 23 (Section A.1) and Section 1.4 of the Agreement the MHP Owner/Operator must provide copies of the following documents along with their Agreement to participate in the Mobilehome Park Utility Upgrade Program:

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

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

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

B. Declaration of Non-Condemnation

n accordance with CPUC Decision (D.) 14-03-021, and subject to the requirements of Electric Rule 23, all MHP participating in the MHP Conversion Program must affirm that the Mobilehome Park is not subject to an enforceable condemnation order or to pending condemnation proceedings.				
I,	of the MHP Owner/Operator and declare that			
Name of Mobilehome Park	Authorized Signature			
Company Name of Owner/Operator	Print Name			
Date	Title			

MOBILEHOME PARK CONVERSION PROGRAM AGREEMENT Attachment A

Documents and Declaration





MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT Attachment B Contractor Selection

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

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

If BVES and the MHP Owner/Operator fail to agree upon the qualifications of the contractor, the CPUC's Safety and Enforcement Division (SED) will be consulted to resolve the dispute.

In all instances, the work performed by the contractor must meet BVES current standards as specified in the BVES Electric Service Requirement manual and have approval from applicable governing inspection authority(ies).

Contractor Name:					
State Contractor License #:					
Contact Person:					
Title:					
Address:					
City:					
Day Phone:					
Cell Phone:					
Fax:					
Email Address					
Total Estimated Cost to Perform all "Bey work for the MHP (See Attachments C)					



MOBILEHOME PARK <u>UTILITY UPGRADE PROGRAM</u> <u>AGREEMENT</u> Attachment B Contractor Selection

Secondary Contractor (if required)

Contractor Name:	
State Contractor License #:	
Contact Person:	
Title:	
Address:	
City:	
Day Phone:	
Cell Phone:	
Fax:	
Email Address	
Total Estimated Cost to Perform all "Bey	



MHP Owner/Operator:

within MHP.

MOBILEHOME PARK <u>UTILITY UPGRADE PROGRAM</u> <u>AGREEMENT</u> Attachment C Estimated Costs for MHP Project

with Owner/Operator.
Project Name:
Address:
In accordance with California Public Utilities Commission (CPUC) Decision (D.) 14-03-021, and subject to the requirements of Electric Rule 23, BVES 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 BVES service for each individual space

Utility service to be converted to direct BVES service $\ \square$ Electric Only

The number of MH-Spaces that will be eligible for conversion to direct BVES service under the MHP Program (both "To-the-Meter" and "Beyond-the-Meter") shall be equal to the number of residential MH-Space spaces within the MHP and that are designated on the MHP Application. BVES 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 BVES'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 16.

Table C.-1 illustrate the financially responsible party for the "To-the-Meter" and "Beyond-the-Meter" services under the MHP Program

	"To-the-Meter" Facilities and Equipment installed by BVES Financially Responsible Party		"Beyond-the-Meter" Facilities and Equipment installed by Contracto Financially Responsible Party		by Contractor	
Table C-1	Covered by MHP Program	MHP Owner/ Operator	Requesting MH Owner	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting MHP Ownerr
Service to Individual MH- Spaces	x			x		
Service to Common Use Areas	Х				х	
Incremental Service Modifications to the Individual MH-Spaces > 200 amperes where the MHP lots are owned by the resident residing on the lot.			х			х
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH- Space where the lots are not owned by the resident		х			х	



MOBILEHOME PARK <u>UTILITY UPGRADE PROGRAM</u> <u>AGREEMENT</u> Attachment C Estimated Costs for MHP Project

residing on the lot (leased or rented spaces)						
A. BVES's Estima (To be complete		Meter" Pro	oject Costs	Not Covered b	y the Pro	ogram
						Costs Not Covered by the MHP Program
Civil Costs – Ind to, trenching, ba surface repair a design and insta Facilities for the	ackfill, excavat ctivities [Proje all "To-the-Me	tion, and ect Cost to			\$	
Electric System limited to, instal switches, transf conduits and su facilities require distribution and extensions.[Ser rearrangements the MHP Owne by the MHP Pro	lation of cable ormers, Smar bstructures, a d to complete service line vice upgrades requested or r/Operator not	s, tMeters™, ind other the s or i behalf of			\$	
Other – Include easement estim network upgrad associated with	ate, SmartMe e, and other o	ter™			\$	
BVES's Total Meter" Project					_	

the Program

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



MOBILEHOME PARK <u>UTILITY UPGRADE PROGRAM</u> <u>AGREEMENT</u> Attachment C Estimated Costs for MHP Project

B. MHP Owner/Operator's "Beyond-tl	he-Meter" Project Costs
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(To be completed by the MHP Owner/Operator, Attach Contractor's Job Estimate to Attachment C)

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

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



Attachment D

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

MHP Owner/Operator:							
Project Name:							
Ad	Address:						
Proha me de: Se rer Se the	ogram ogram ndled eters a signed rvice of ted sp rvice of rvice of	as of Agricumodi and semodi and s	nodifications and associated costs beyond what is being described in Electric Rule No. 23 and the Mobilehome I be the responsibility of the requesting party of BVES's current applicable Tariffs. Request for additivervices that are not provided by the MHP Program, but the guidance of BVES' Rules for Service Relocation fications and relocations for MH-Spaces in a non-residus), must be requested by and is the responsibility of the fications and relocations for MH-Spaces in a MHP who residing on the lot (leased or rented spaces), must be referred to the MHP Owner/Operator.	Park Utility I	Jpgrade odifications will be on use area by BVES, will be angement. MHP (leased or her/Operator. are not owned by		
res		(s) (li	service modifications have been requested by the MF Job Estimate includes an itemized breakdown of cost				
A.			ount Due by MHP Owner/Operator for Service Modifications the Program	on and/or se	ervices not		
	Amount Due from MHP Owner/Operator to BVES						
		•	Amount due to BVES for "To-the-Meter" work not covered the MHP Program.	by	\$		
		•	Amount due to BVES for "To-the-Meter" Service Modification Relocation and Rearrangement for the MHP Common Use Areas		\$		
				Total	\$		
	2.	Amo	ount 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" Serv Modifications, Relocation and Rearrangement for the MHP Common Use Areas		\$		
	3.		al amount due from MHP Owner/Operator for service difications not covered by the MHP Program		\$		



Attachment D

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

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

u·	To-the-Meter" Costs	Not Covered By the MHP Program	
Location	Responsible Party	Requested Service Modification	Estimated Cost
"Re	wond_the_Meter" Co	sts Not Covered By the MHP Program	
Location	Responsible Party	Requested Service Modification	Estimated Cost



Attachment E

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

MHP Owner/Operator:	
Project Name:	
Address:	_
Request for service modification may be made by the owner of the mob housing unit directly to the Utilities, where the MHP lots are owned by the lot and as permitted by the MHP's Rules and Regulations. These modes associated costs, would be the responsibility of the requesting MH reside under BVES' current applicable Tariffs. All other requests for service en rearrangements and upgrades not covered by the MHP Program must be Owner/Operator and documented in Attachment D.	e resident residing on odifications, and ent and will be handled trance relocations,
A. The MHP Owner/Operator is responsible to collect any and all fees a modifications that were requested on behalf of the MH residents who owned by the resident and forward those payments to BVES with this Amount Due By MH Residents where the MHP lots are owned by the Modification and/or services not covered by the MHP Program	ere the MHP lots are s AgreementTotal
1. Amount Due from MHP Residents to BVES	
 Amount due to BVES for "To-the-Meter" work not covered by the MHP Program. 	\$
2. Amount Due from MHP Residents to the Contractor	
 Amount due to the Contractor for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the MHP Residents. 	\$
3. Total Owned by MHP Residents for the MHP Program	\$



Attachment E

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

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

	10-tile-infetel Costs	Not Covered By the MHP Program	
Location	Responsible Party	Requested Service Modification	Estimate Cost
"B	eyond-the-Meter" Co	sts Not Covered By the MHP Program	
"B Location	eyond-the-Meter" Co Responsible Party	sts Not Covered By the MHP Program Requested Service Modification	Estimate Cost
	Responsible		
	Responsible		Estimate

Revised Cal. P.U.C. Sheet No. 3642-E Cancelling Revised Cal. P.U.C. Sheet No. 2817-E*

Page 1

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PRELIMINARY STATEMENTS

DD. Mobile Home Park Balancing Account (MHPBA)

1. Purpose:

The purpose of the Mobile Home Park Balancing Account ("MHPBA") is to record and recover the actual incurred costs of implementing the voluntary Mobilehome Park Utility Conversion Program to convert the electric master meter/sub-meter service at mobile home parks and manufactured housing communities to direct service by BVES, pursuant to Decision No. ("D".) 14-03-021 and as further modified by D. 20-04-004 and D.24-12-037. The costs associated with the entries in the MHPBA shall include incremental incurred expenses for both "to the meter" and "beyond the meter" capitalized costs and ongoing incremental Operation and Maintenance ("O&M") expenses. Actual construction costs for each MHP conversion shall be entered into a balancing account and recovered in the year immediately following service cut over for that MHP. Reasonableness review of "to the meter" cost will occur in BVES General Rate Case ("GRC") proceedings, where these costs are included into the base rates. The review of the "beyond the meter" costs will occur in the first GRC after service cut over. This account will remain open and continue to record the ongoing MHP conversion costs and associated revenue requirements related to all completed projects until those projects are included in a GRC revenue requirement. Pursuant to OP 1 of D. 20-04-004, BVES is offering Mobilehome Park Utility Conversion Program until the earlier date of December 31, 2030 or the issuance of a Commission Decision for the continuation, expansion or modification of the program.

2. Applicability:

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

3. Rates:

The MHPBA will be collected through distribution rates or as authorized by the Commission.

4. Accounting Procedure:

Entries to the MHPBA shall be made monthly, and shall be determined as follows:

- A debit entry equal to the recorded incremental O&M expenses, including applicable payroll taxes and benefits on BVES labor;
- b. A debit entry equal to the incremental capital-related revenue requirement, excluding associated Franchise Fees and Uncollectible ("FF&U") expenses related to the "to-the meter" capital costs incurred. The capital-related revenue requirement shall include depreciation expense, return on rate base at the current authorized return on rate base, federal and state income taxes, and other associated with the costs of installed equipment, such as property tax and ad valorem.
- c. A debit entry equal to the revenue requirement on the regulatory asset, excluding FF&U, related to the "beyond-the meter" costs incurred. The revenue requirement shall include amortization expense, return on investment at the currently authorized rate of return on rate base, and applicable taxes, such as income and ad valorem taxes associated with the costs of installed equipment. The "beyond the meter" costs will be amortized over ten years, with a return on investment at a rate equivalent to BVES's current authorized return on rate base.
- d. A debit or credit entry to transfer the December 31st balance to or from any other accounts as approved by the Commission, such as the Base Revenue Requirement Balancing Account ("BRRBA").
- e. Interest shall accrue monthly to the MHPBA by applying the interest rate to the average of the beginning-of-month and end-of-month balances recorded in the MHPBA. The Interest Rate shall be one-twelfth of the Federal Reserve three-month Commercial Paper Non-Financial, from the Federal Reserve Statistical Release, H.15, or its successor. If in any month a non-financial rate is not published, BVES hall use the Federal Reserve three-month Commercial Paper Rate Financial.

		(Continued)	
		Issued By	
Advice Letter No.	523-E	Paul Marconi Date Filed	September 10, 2025
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BEAR VALLEY ELECTRIC SERVICE, INC. (U 913 E)

42020 GARSTIN DR. - P.O. BOX 1547 BIG BEAR LAKE, CALIFORNIA 92315

Cal. P.U.C. Sheet No. 3643-E Revised Cal. P.U.C. Sheet No. 3639-E Cancelling Revised

Page 1

(T)

(T)

Table of Contents

The following tariff sheets contain all effective rates and rules affecting rates and service of the utility, together with information relating thereto:

Subject Matter of	Sheet	Sheet No.
Title Page		2845-E
Table of Contents		3643-E, 3544-E, 3601-E, 3644-E
Preliminary Statements	935-E, 1590-E*, 1591-E*, 2381-E*, 2382-E*, 1594-E*, 1592-E*, 2985-E, 2986-E, 2602-E, 2603-E*, 1604-E*, 1605-E*, 1606-E*, 2028-E, 2034-E, 3642-E, 2818-E, 2483-E, 2485-E, 2487-E, 2768-E, 2633-E, 2653-E, 3539-E, 2866-E, 3604-E, 3091-E, 3	, 1611-E*, 2201-E, 3591-E, 3592-E, 2865-E, 1929- 2174-E, 2175-E, 2443-E, 2444-E, 2554-E, 2565-E, 3092-E, 3093-E, 3095-E*, 3224-E, 3343-E, 3364-E,
Tariff Area Map	3365-Е,3367-Е,	. 3368-E, 3377-E, 3378-E, 3388-E, 3474-E, 3538-E 1140-E
Tariii Area Map		1140-E
Rate Schedules:		
No. A-1 General		3624-E, 3319-E
No. A-2 General		3625-E, 1838-E
No. A-3 General	l Service	3626-E, 1840-E
No. A-4 General	l Service- TOU	3627-E, 1842-E, 1843-E
No. A-5 TOU Pr	rimary	3628-E, 3297-E, 1846-E
No. A-5 TOU Se	econdary	3629-E, 3299-E, 1849-E
No. D Domestic	Service - Single-family Accommodation	3630-E, 3321-E, 3322-E
No. DE Domestic Service to Company Employees		3631-E, 3324-E
No. DLI Domestic Service - CARE Rate		3632-E, 3599-E, 1857-E, 3284-E
No. DM Domestic Service - Multi-family Accommodation		3633-E, 3328-E, 3286-E
No. DMS Domestic Service -Multi-family Accommodation Sub-metered		3634-E, 3635-E, 3331-E
	tic Service – Other	3636-E, 3290-E
No. NEM-L Net Energy Metering- Large		1931-E, 1932-W, 1933-E, 1934-E, 1935-E
No. NEM-S Net Energy Metering-Small		1936-E, 1937-E, 1938-E, 1939-E, 1940-E
No. GSD General Service Demand - Camp Oaks		3637-E, 1868-E
No. SL Street Lig		3638-E, 2709-E
No. SSC Special	Service Charges	3241-E, 2711-E
No. S Standby Standby Service		3542-E, 2160-E, 2161-E
No. SMO Smart Meter Opt-Out Residential Service		2445- E
	lic Purpose Charge - Low Income	3491-E
No. PPC-OLI Public Purpose Charge - Other Than Low Income		3492-E
No. UF-E Surcharge to Fund PUC Utilities Reimbursement Account Fee		3517-E
No. TOU-EV-1 General Service Time of Use Electric Vehicle Charging		3534-E, 2606-E
No. TOU-EV-2 General Service Time of Use Electric Vehicle Charging		3535-E, 3336-E
No. TOU-EV-3 General Service Time of Use Electric Vehicle Charging		3536-E, 3338-E
No. DGS Distributed Generation Service Program		3602-E, 2789-E, 2790-E
	Distributed Generation Service Net Energy Metering-Large	2833-E, 2834-E, 2835-E
NI DOCNIEM CE	NOTE OF CONTRACTOR	2027 E 2027 E 2020 E

(Continued)

Advice Letter No. 523-E Decision No. 24-12-037

No. DGS NEM-S Distributed Generation Service Net Energy Metering-Small

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2836-E, 2837-E, 2838-E

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Revised Cal. P.U.C. Sheet No. 3644-E Cal. P.U.C. Sheet No. 3596-E Cancelling Revised

Page 4

<u>Table of Contents</u>

<u>Subject Matter of Sheet</u>	Sheet No.		
Sample Forms (Continued):			
No. 41 - Net Energy Metering Net Surplus Compensation Rate (NSCR) Form			
No. 58 - Investigation Order			
No. 60 - Joint Utilities' MHP Conversion Program Application	3640-E	(T)	
No. 61 - Mobilehome Park Conversion Program Agreement	3641-E	(T)	
No. 62 - Assignment of Contract For Extension Of Lines Or Installation of Electric Facilities Service Extensions			
No. 63 - Contract For Extension Of Electric Distribution Line- Rule No. 15	2133-E		
No. 64 - Contract For Extension Of Electric Distribution Line- Rule No. 15- Installation By Applicant	2134-E		
No. 65 - Rule No. 15- Refundable/Discount Option Estimate Extension Of Electric Distribution Line-	2135-E		
Installation By Applicant- Appendix A			
No. 66 - Terms And Conditions Agreement For Installation Of Distribution Line Extension By Applicant	2136-E		
No. 67 - Preliminary Design And Engineering Agreement	2137-E		
No. 68 - Distribution Line And/Or Service Extension Applicant's Installation Option And Statement Of	2138-E		
Applicant's Contract Anticipated Costs			
No. 69 - Application For The Interconnection of a Solar, Wind Or Hybrid Electrical Generating 2384-E, 238	85-E, 2386-E		
Facility Up To One Megawatt			
No. 70 - Interconnection Agreement For The Installation of Solar, Wind Or Hybrid Electrical 2387-E, 2388-E, 23	389-Е, 2390-		
Generating Facility Up To One Megawatt For Customer-Generators ("CG") E, 2391-E, 239	2-E, 2393-E,		
2394-E, 239	95-E, 2396-E		
No. 71 Application for Interconnection for a Distributed Generation Service Customer Generator Facility up to	2791-E		
One Thousand kilowatts.			
No 72. Interconnection Agreement for the Installation of a Distributed Generation Service Customer Generator	2792-E		
Facility up to One Thousand kilowatts.			
No. 73 Application for the Interconnection of Big Bear Area Regional Wastewater Agency's Electrical Generating	2839-E		
Facility			
No. 74 Interconnection and Net Energy Metering Agreement for Big Bear Area Regional Wastewater Agency	2840-E		
No. 75 Application for the Interconnection of Local Water Agencies Electrical Generating Facility	2841-E		
No. 76 Interconnection and Net Energy Metering Agreement for Local Water Agencies	2842-E		
No. 77 Added Facilities Agreement - BVES Financed	3022-E		
No. 78 Added Facilities Agreement - Applicant Financed	3023-E		
No. 79 Medical Baseline Form - English	3593-E		
No. 80 Medical Baseline Form - Spanish	3594-E		
No. 212 - Notice of Disconnection of Electric Meter Account of Non-Payment of Bills	127-E		
No. M-367 - Agreement for Advance in Aid of Construction	130-E		
No. – Contract for Electric Service - Off-Peak Power	197-E		
No. 832.2 - Agreement for Street and Highway Lighting	205-E		

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BEAR VALLEY ELECTRIC SERVICE, INC.

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