



ADVICE LETTER SUMMARY



ENERGY UTILITY

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

Company name/CPUC Utility No.: Bear Valley Electric Service, Inc (913-E)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Nguyen Quan

Phone #: (909) 394-3600 x664

E-mail: RegulatoryAffairs@bvesinc.com

E-mail Disposition Notice to: RegulatoryAffairs@bvesinc.com

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 427-E

Tier Designation: 1

Subject of AL: Mobilehome Park Conversion Program Agreement Changes per D.21-08-025.

Keywords (choose from CPUC listing): Mobile Home Parks, Compliance, Forms

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: Decision No. 21-08-025

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? Yes No

If yes, specification of confidential information:

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

Resolution required? Yes No

Requested effective date: 10/4/21

No. of tariff sheets: 3

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

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

Tariff schedules affected: Form No. 61, Table of Content

Service affected and changes proposed¹: see Advice Letter

Pending advice letters that revise the same tariff sheets:

¹Discuss in AL if more space is needed.

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

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

Name: Nguyen Quan
Title: Regulatory Affairs Manager
Utility Name: Bear Valley Electric Service, Inc
Address: 630 E. Foothill Blvd
City: San Dimas State: California
Telephone (xxx) xxx-xxxx: (909) 394-3600 x664
Facsimile (xxx) xxx-xxxx: (909) 394-7427
Email: RegulatoryAffairs@bvesinc.com; nquan@gswater.com

Name: Zeng Zhu
Title: Rate Analyst
Utility Name: Bear Valley Electric Service, Inc
Address: 630 E. Foothill Blvd
City: San Dimas State: California
Telephone (xxx) xxx-xxxx: (909) 394-3600 x495
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Email: RegulatoryAffairs@bvesinc.com; zeng.zhu@bvesinc.com



Bear Valley Electric Service, Inc.
P.O. Box 9028
San Dimas, CA 91773-9028
A Subsidiary of American States Water Company

October 4, 2021

Advice Letter No. 427-E

(U 913 E)

California Public Utilities Commission

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

SUBJECT: *Mobilehome Park Conversion Program Agreement Changes per D.21-08-025.*

PURPOSE

The purpose of this Advice Letter ("AL") is to implement and make effective the changes approved by the California Public Utilities Commission ("Commission" or "CPUC") in Decision No. ("D.") 21-08-025. This Advice Letter is in accordance and in compliance with Ordering Paragraphs No. 2 and No. 4.

This advice letter complies with Decision No. ("D.") 21-08-025.

BACKGROUND

On August 19, 2021, the Commission approved D.21-08-025. D.21-08-025 requires electric utilities to revise their Mobilehome Park Conversion Program Agreement ("MHP Agreement") to include language reflecting specific consumer protection measures and language described in Ordering Paragraph ("OP") 2 of D.21-08-025.

BVES has revised its MHP Agreement to include the requested language from OP 2. This revision is on page 20-21 Section 19 of BVES's MHP Agreement.

Additionally, BVES will provide written reminder to the MHP owner of the requirement to inform their residents in writing (e.g notices posted in common areas, individual notices, mailers, website communication, etc) of the consumer protection measures included in the MHP Agreement.

TIER DESIGNATION

This advice letter is submitted with a Tier 1 designation.

EFFECTIVE DATE

BVES respectfully requests this advice letter become effective on October 04, 2021.

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 CPUC in acting on the request.

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

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
ATTN: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004 (same address above).

Copies of any such protests should be sent to this utility at:

Bear Valley Electric Service, Inc.
ATTN: Nguyen Quan
630 East Foothill Blvd.
San Dimas, CA 91773
Fax: 909-394-7427
E-mail: RegulatoryAffairs@bvesinc.com

If you have not received a reply to your protest within 10 business days, contact Nguyen Quan at (909) 394-3600 ext. 664.

Correspondence:

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

Nguyen Quan
Manager, 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/Zeng Zhu

Zeng Zhu

Rate Analyst, Regulatory Affairs

cc: Edward Randolph, Director, Energy Division
Franz Cheng, Energy Division
R. Mark Pocta, California Public Advocates Office
BVES General Order 96-B Service List

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
3070-E	Form No. 61 MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT Sheet 1	2828-E*
3071-E	Table of Contents Sheet 2	3035-E
3072-E	Table of Contents Sheet 1	3069-E

Form No. 61
MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

PLEASE SEE ATTACHED
MOBILE HOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

(FORM AVAILABLE UPON REQUEST)

Advice Letter No. 427-E
Decision No. 21-08-025

Issued By
Paul Marconi
President

Date Filed October 4, 2021
Effective October 4, 2021
Resolution No. _____



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

This Mobilehome Park Utility Upgrade Program Agreement (“Agreement”) is made and entered into by and between [Enter MHP Owner/Operator Name] (“MHP Owner/Operator”), a [enter type of corporate entity] organized and existing under the laws of the state of [enter applicable state] , and Bear Valley Electric Service, (“BVES”), a corporation organized and existing under the laws of the state of California. MHP Owner/Operator and 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 20-04-004 whereby master-metered/submetered Mobilehome Parks (“MHP”) may elect to convert to direct utility service, with costs for “To-the-Meter” and “Beyond-the-Meter” work to be borne by 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 named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference, and the Parties are also bound to the requirements of Rule No. 23 (“MHP Rule”), which this Agreement is intended, in part, to effectuate. This Agreement and Rule No. 23 shall govern the conversion of the entire private electric and/or natural gas distribution system servicing the MHP to direct BVES electric and/or gas 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 (check one)

- Electric Only Gas Only Electric & Gas

If the gas or electric service at the MHP is provided by a different Utility, please provide the name of the Utility who provides the other service.

- Electric Gas Name of Utility:_____

- 1.2. Prior to signing this Agreement, the MHP Owner/Operator would have already submitted the California Public Utility Commission’s (CPUC’s or Commission’s) Application for Conversion of Master-Meter Service at Mobilehome Park or



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

- Manufactured Housing Community to Direct Service from Electric or Gas Corporation, (Form of Intent), and the Mobilehome Park Utility Upgrade Program Application (MHP Application) (Form No. 60) and continues to be bound by the terms set forth in those documents.
- 1.3. This Agreement provides the additional provisions and responsibilities of each party participating in the Mobilehome Park Utility Upgrade Program (“MHP Program”). Each Party agrees to undertake specific activities and responsibilities set forth in this Agreement and previous documents, on behalf of the individual MHP-Spaces at the MHP.
 - 1.4. The number of MHP-Spaces that will be eligible for conversion to direct Utility service under the MHP Program (both “To-the-Meter” and “Beyond-the-Meter”) shall be equal to the number of occupied residential MHP-Spaces permitted by the California Department of Housing and Community Development or its designated agency, within the MHP that currently receives a discount under the current qualifying mobilehome rate schedule and the number of unoccupied residential MHP-Space permitted by the California Department of Housing and Community Development or its designated agency that are designated on the Utilities’ MHP Program Application and is currently able to receive electric service from the existing master- metered/submetered system (Legacy System).
 - 1.5. The MHP Owner/Operator must provide the following documents with the MHP Agreement pursuant to MHP Program criteria in MHP Rules: (1) proof that the MHP has a valid operating license from the governmental entity with relevant authority; (2) if the MHP is operated on leased real property, proof that the land lease will continue for a minimum of 20 years from the time that the MHP Agreement is executed by the Utilities; and (3) declaration under penalty of perjury/affirmation that the MHP is not subject to an enforceable condemnation order or to pending condemnation proceedings (See Attachment A).
 - 1.6. This Agreement conforms to D.20-04-004 and has been filed and 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 always shall be subject to such modifications as the CPUC may direct 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.



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- 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 that 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 regulatory directives, Federal laws, City and County ordinances, and recognized professional standards in accordance with the requirements of this Agreement.

3. Submittal of Agreements and Documents

- 3.1. Upon receipt of the Agreement, the MHP Owner/Operator will have thirty (30) days to sign and submit the Agreement to the Utility
- 3.2. If requested by either party, a post-engineering meeting may 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 may, at its option, remove or place the MHP in the back of the queue of the pre-selected MHPs.
- 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.



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- 4.2. If BVES and the MHP Owner/Operator fail to agree upon the qualifications of the contractor selected to perform “Beyond the Meter” work, the CPUC’s Safety and Enforcement Division (SED) will be consulted to resolve the dispute.
- 4.3. The Contactor shall be selected based on the “most cost-effective option”. BVES reserves the right to review the reasonableness of bids for “Beyond the Meter” work that are received by the MHP Owner/Operator. BVES and the CPUC encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. In all instances, the work performed by the Contractor must comply with applicable regulations, laws, ordinances, and recognized professional standards, and such work must be approved by the applicable governing inspection authority(ies).
- 4.4. The MHP Owner/Operator understands and agrees that neither BVES’s consultation and coordination with the MHP Owner/Operator regarding the selection of a Contractor, nor its review of bids or other pricing terms, constitutes an endorsement by BVES of said Contractor or its work. Further, the MHP Owner/Operator understands and agrees that BVES makes no guarantee or warranty, either expressed or implied, with respect to the Contractor’s work. The MHP Owner/Operator understands and agrees that BVES will not be liable for any claims related to “Beyond the Meter” facilities, including but not limited to claims related to the planning, design, construction and/or maintenance of such facilities, and the MHP Owner/Operator agrees to indemnify, defend and hold harmless BVES and its officers, directors, employees and/or agents from and against any such claims.

5. MHP Owner/Operator Responsibilities

- 5.1. The MHP Owner/Operator will continue to have sole responsibility of assuring compliance of all state and local laws governing mobilehome residency and compliance with all park rules and regulations.
- 5.2. Easements
 - 5.2.1. The MHP Owner/Operator of the real property shall provide or assist in obtaining rights-of- way or easements as described in BVES’s Distribution and Service Extension Rules (Rule 15 & 16) and D.20-04-004.
 - 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. Engineering and Planning – Electric Distribution System
 - 5.3.1. The “Beyond-the-Meter” electrical system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of



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- 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, 100-ampere electric meter service equipment at each individual MHP-Space. Any requests for service modifications beyond the 100-ampere electric service or relocations beyond what is being provided by the MHP Program will be handled under BVES's current Rules and Tariffs.
- 5.4. Engineering and Planning – Gas Distribution System [NOT APPLICABLE TO BVES]
- 5.4.1. The “Beyond-the-Meter” gas system shall be designed to meet applicable code and regulatory requirements of any inspecting agency for installation of gas house lines. Required permits must be obtained and shall be available for inspection by BVES.
- 5.4.2. BVES will design and install a natural gas service line to deliver sufficient volume at BVES's standard delivery. Any requests for service modifications beyond the standard delivery or relocations beyond what is being provided by the MHP Program will be handled under BVES's current Rules and Tariffs.
- 5.5. Engineering and Planning – General
- 5.5.1. It shall be the MHP Owner/Operator's responsibility to ensure that any proposal prepared or received by the MHP Owner/Operator is based on full knowledge of all conditions that would affect the cost and conduct of the work. 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, potential cultural sites, potential environmental issues, subsurface geology, borrow pit conditions, and spoil disposal areas; the availability, location, and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on Drawings; and the extent of established lines and levels. MHP Owner/Operators who fail to disclose potential issues during the design phase risk removal from the program by BVES.
- 5.5.2. The MHP Owner/Operator will continue to own and be responsible for the “Beyond- the-Meter” service facilities. Further, if BVES installs a Meter Shed to help protect its meter set assembly from potential damage due to the accumulation of snow and ice, the MHP Owner/Operator will own and be responsible for said Meter Shed.
- 5.5.3. 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. For common areas, BVES will terminate its service facilities at a location as close as possible to the exterior of the building/structure nearest to the BVES's main distribution facilities. Moreover, the selected location shall be as



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

- 5.5.4. Requests for service relocations, rearrangements, and upgrades not covered by the MHP Program may be made by the MHP Owner/Operator and such modifications and additional incremental costs will be the sole responsibility of the MHP Owner/Operator requesting party and will be handled under BVES’s current applicable Tariffs. Request for service modification may be made by MHP Owners directly to BVES in resident owned MHP and as permitted by the MHP’s Rules and Regulations. Such requests for “To-the-Meter” services may require a separate contract and shall be done in accordance with the effective service extension tariff. Service modification costs that are the responsibility of MHP Owner/Operator or the MHP resident requesting the modifications shall be listed in Attachment C, D, and E of this Agreement. All costs not covered by the MHP Program must be paid in full to BVES prior to or with the submittal of the MHP Program Agreement for the construction phase to begin.
- 5.5.4.1. The MHP Owner/Operator, or its representative, is responsible for collecting any and all fees associated with “To-the-Meter” electric service modifications not covered by the MHP Program that were requested on behalf of the MHP residents and due to BVES under the current Rules and Tariffs. The MHP Owner/Operator, or its representative, must forward those payments to BVES.
- 5.5.4.2. “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), shall be the sole responsibility of the requesting party and are not subject to BVES reimbursement.
- 5.5.4.3. Any requests for service relocations, rearrangements, and upgrades that occur after the design and engineering phase has been completed will result in a change order and may need redesigning and/or re-engineering. Additional redesigned and/or re-engineered costs will be the sole responsibility of the requesting party.



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- 5.5.5. The MHP Owner/Operator shall be responsible to assure that the worksite where the new “To-the-Meter” and the “Beyond-the-Meter” facilities will be located will be free of debris, obstructions, landscape, and temporary facilities prior to the initiation of work by BVES and/or the Contractor. Relocation or removal of such obstructions as agreed to by BVES is the responsibility of the MHP Owner/Operator and will not be covered by the program, unless previously approved by BVES. Temporary facilities may include, but is not limited to, storage sheds, decks, awnings, car ports, or any facilities that are not normally provided by the MHP.
- 5.5.6. 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 its associated “Beyond-the-Meter” facilities. Utility meters will be installed to serve these facilities, and the MHP Owner/Operator will be financially responsible for the energy usage recorded by the meter(s). Energy charges will be based on the applicable tariff.
- 5.6. Existing Distribution System (Legacy System)
- 5.6.1. The MHP Owner/Operator must continue to operate and maintain the existing master-meter/submetered system (Legacy System) and continue to provide utility service to the MHP Residents until cutover to direct BVES service. The Legacy System will, always, remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification, post construction removal (including above ground facilities, i.e., submeters and risers) and related permitting, decommissioning and any environmental remediation.
- 5.6.2. BVES shall not remove the existing legacy system unless necessary, and the system shall be abandoned in place. 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 MHP Program. Should removal of the sub-metered distribution system be necessary to complete the conversion to direct utility service from BVES, such costs may, at BVES’s discretion, be included in the MHP Program if it is necessary and can be done so efficiently.
- 5.6.3. *If the MHP has an existing propane gas distribution system, [Utility] will, upon request, replace it with a natural gas distribution system, provided that; 1) the Utility offers natural gas service and the MHP is located within the franchise area that the Utility serves; 2) a distribution line is located nearby and can be connected safely and economically to the MHP; and 3) the request would be replaced under the Utility’s existing Distribution and Service Extension Rules and would not qualify under the MHP Program. (Not Applicable to BVES)*
- 5.7. Permits



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5.7.1. 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 that may be necessary will be the responsibility of the MHP Owner/Operator. This includes, but is 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
- Permits for the abandonment of the Legacy System

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

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.

5.7.2. 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's Owner/Operator and/or BVES obtains the required permits.

5.8. Environmental, Endangered Species and Cultural Resources Review

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

5.8.2. Any existing environmental, endangered species, and cultural resources issues that are identified during the MHP Program will result in the immediate suspension of work at the MHP. The MHP Owner/Operator will be solely responsible for working with the appropriate experts and/or agency with jurisdictional authority to develop and implement an impact avoidance and mitigation plan to resolve these issues prior to work resuming at the MHP. If required, MHP may be granted additional time by BVES to resolve environmental, endangered species, and cultural resources issues prior to



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completing the project. However, the extension will not extend past the program period of the program unless approved by the CPUC.

5.9. Outreach and Education

- 5.9.1. The MHP Representative will be the central liaison for the MHP and will be responsible for relaying project information to MHP Residents and to BVES. The MHP Representative will be the channel by which BVES will provide MHP Program information and project status updates to the MHP Owner/Operator and the MHP Residents. The MHP Representative will also be the channel by which the MHP Owner/Operator-hired "Beyond-the-Meter" contractor will provide status updates to BVES. The MHP Representative shall assure that such notices are communicated or distributed to the appropriate party in a timely manner.
- 5.9.2. 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.
- 5.9.3. 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.
- 5.9.4. The MHP Owner/Operator grants BVES the right to contact the residents of the MHP directly and to inform the MHP residents about the MHP Program, accounts setup, and other programs and services that will be available to MHP residents as direct utility customers. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MHP residents with contact information with their submittal of the MHP Application, they 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.
- 5.9.5. 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 of the project. 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 are distributed in a timely manner.

5.10. Construction

- 5.10.1. Prior to signing the Mobilehome Conversion Program Agreement, each MHP Owner/Operator, in consultation and coordination with BVES, shall select and hire a qualified licensed Contractor to perform all necessary "Beyond-the-Meter"



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construction, and/or electrical work consistent with Section 4 of this Agreement. The MHP Owner/Operator shall assure its Contractor shall work with the MHP Representative to pre-notify and coordinate all work with BVES and other affected Parties to ensure that the project is completed in a timely and cost-efficient manner with the least inconvenience to MHP residents.

5.10.2. Construction of the conversion project may commence upon: 1) the satisfactory resolution of any environmental, endangered species and/or cultural issues; 2) procurement of all required permits; and 3) payment for any requested service relocations, rearrangements and upgrades not covered by the MHP Program, as discussed in Section 10 of this Agreement; and 4) the execution of the MHP Agreement.

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

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

5.11. Cutover/Completion of Project

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

5.11.2. 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 MHP-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.

5.11.3. The MHP Owner/Operator is responsible for ensuring that all qualifying MHP-Spaces participate in the program and for discontinuing MHP utility service to all qualifying MHP-Spaces no later than 90 days after BVES is ready to cutover all qualifying MHP-Spaces to direct Utility service.

5.11.4. If requested by BVES, the Contractor shall be available to meet and perform joint cutover with BVES for the individual services within the MHP. BVES will coordinate with the Contractor to jointly meet to perform this work.

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

6. Utility's Responsibilities

6.1. Engineering and Planning



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- 6.1.1. BVES will design and install the new “To-the-Meter” electric distribution and service system for the MHP to meet current Utility design standards and applicable codes, regulations, and requirements. Each MHP-Space and the common use areas will become a direct customer of BVES after the conversion. The system design will use the most economic, convenient, and efficient service route. This will ensure that the facilities are consistent with existing utility facilities and can be incorporated into routine utility inspection and maintenance programs.
- In addition, 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, to the extent possible and allowed by current codes and regulations, and where it is the most cost-effective option. For example, an existing 200-ampere service will be replaced with a 200-ampere 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 all necessary land rights documents.
- 6.1.3. BVES will consult with the MHP Owner/Operator to identify the location of each electric meter and will specify any barriers required for the protection of 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 100-ampere service, the utility will design and install “To-the-Meter” facilities to accommodate 100-ampere service as part of the MHP Program.
- 6.1.6. Except for the 100-ampere minimum electric service, any requests for service upgrades or relocations beyond what is being provided by the MHP Program will be handled under BVES’s current Rules and Tariffs. Such requests may be made by the MHP Owner or the individual MHP residents, and such upgrades and additional incremental costs will be the sole responsibility of the requesting party.
- 6.1.7. Vacant MHP-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 service activation, a line extension contract will be required to extend service per normal line extension rules (Rule No. 16).



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6.2. Permits

6.2.1. BVES will acquire routine, ministerial construction permits, such as encroachment permits necessary for utility trenching within public rights-of-way. All other permits are the responsibility of the MHP Owner/Operator, as stated in Section 5.6 of this Agreement.

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, and, where that review indicates any environmental, endangered species, and cultural resources issues, BVES will immediately suspend work at the MHP. BVES will not resume work on the MHP until it has received authorization from appropriate experts and/or agency with jurisdictional authority that the issues have been resolved and that the project may proceed. Any environmental, endangered species, and cultural resources remediation or other resolution of environmental issues must continue to remain with each 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.

6.4. Outreach and Education

6.4.1. BVES will work with the MHP Owner/Operator and/or the MHP Representative on outreach to and education of 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, energy efficiency and demand response opportunities. 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 CPUC, California Department of Housing and Community Development (HCD), other utilities, local government, local media, and other parties, as necessary, on the MHP Program activities.

6.5. Construction

6.5.1. Under the MHP Program, BVES will install or select a qualified licensed contractor to install the new “To-the-Meter” electric distribution systems that will meet all current utility electric design standards, applicable codes,



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- regulations, and requirements. Facilities and services installed will be based on the agreed-upon design in the MHP Program Agreement.
- 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. BVES may elect to wait to commence “To-the-Meter” construction until the MHP Owner/Operator can demonstrate its qualified contractor has substantially completed construction of the “Beyond-the-Meter” facilities, such facilities have been approved by the governing inspection authority, and BVES receives a copy of any inspection report or verification. BVES may commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by BVES. Once the above has been confirmed, BVES will commence “To-the-Meter construction as scheduling and availability permit.
- 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 No. 15 and Rule No. 16 and other applicable tariffs.
- 6.6.2. Existing MHP residents within the MHP will be converted to direct BVES service and will be served under existing BVES’s tariffs. At the time of the initial service cut-over, fees associated with new customer credit checks and service deposits will be waived. However, as with other residential customers, MHP residents will still be subject to discontinuance of service provisions per the Utilities’ Discontinuance and Restoration of Service Rule (Rule No. 11). After the service cutover is completed and MHP residents have established their BVES accounts, all new MHP residents will be subject to all existing credit requirements and deposits applicable to all BVES residential customers.
- 6.6.3. Existing MHP residents who participate in the CARE and/or the Family Electric Rate Assistance (FERA) programs through the MHP master-metered/submetered distribution system and become a customer of BVES through the MHP Program will be deemed grandfathered into the respective program without having to re-certify or reapply as long as the name of the customer for the new service account matches the name of the CARE/FERA participant. This will be a one-time exception to the respective CARE/FERA Rules at the time of the service conversion.
- 6.6.4. Existing MHP residents who receive medical baseline allowances through the MHP master-metered/submetered distribution system and become a customer of BVES through the MHP Program will be deemed grandfathered and will



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continue to receive the same medical baseline allowances without having to re-certify or reapply as long as the participant who is receiving the medical baseline allowance still lives at the residence. This will be a one-time exception to the Medical Baseline Rules at the time of the service conversion.

6.6.5. [Utility] or its Contractor shall purge the gas Legacy System of unpressurized gas to ensure safety of the disconnected system.(Not Applicable to BVES)

7. Safety

- 7.1. IMPORTANCE OF SAFETY: 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 perform their portions 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.



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- 7.3. Additional Precautions: Upon BVES's 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, 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 Conversion 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's 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's opinion, the delay is sufficient to prevent MHP Owner/Operator's compliance with the specified schedule, MHP Owner/Operator shall accelerate the work by overtime or other means, at MHP Owner/Operator's expense, to assure completion on schedule.

9. Cancellation or Suspension of Agreement

- 9.1. Either Party may, at its option, terminate upon 45 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



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- Owner/Operator has failed to do so; provided however, at BVES's option, safety or security violations may result in immediate termination; or
- 9.1.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate its responsibilities under this Agreement within six (6) months of the execution of this Agreement; or
 - 9.1.1.3. The failure or inability of the MHP Owner/Operator to complete the work and be ready to receive service from 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's opinion, may interfere with the performance of the conversion.
- 9.1.2. If the MHP Owner/Operator terminates the Agreement, the MHP Owner/Operator will:
- 9.1.2.1. Agree to reimburse BVES for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual MHP-Space or common area. BVES's costs may include, for example, "To-the-Meter" labor, material, and supplies (including long lead time materials); transportation; and other direct costs that BVES allocates to such work;
 - 9.1.2.2. Not be eligible for reimbursement for any "Beyond-the-Meter" work perform by the Contractor that did not result in a direct BVES service of an individual MHP- Space; and
 - 9.1.2.3. Pay back to BVES in full any reimbursements paid to the MHP Owner/Operator for partial work completed by its Contractor.
- 9.1.3. In the event of such cancellation, BVES shall reimburse the MHP Owner/Operator for services satisfactorily completed before the date of cancellation that resulted in direct BVES service of benefit to BVES. In no event shall BVES be liable for lost or anticipated profits or overhead on incomplete portions of the work due to cancellation caused by the MHP Owner/Operator.
- 9.1.4. A cancelled or suspended MHP Program Agreement may, at BVES's option, result in the removal of the MHP from the queue of approved projects and the selection of the next MHP on the waiting list for the MHP Program.
- 9.1.5. MHP Owner/Operator shall be liable for additional costs to BVES arising from cancellation. BVES may cancel or suspend this Agreement and/or the MHP Program if directed to do so by the CPUC. Liability of incomplete projects will be determined by the CPUC.

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

- 10.1. All costs incurred by BVES to provide "To-the-Meter" facilities for a typical service for each qualifying MHP-Space will be covered by the MHP Program.



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- 10.2. Requests for service relocations, rearrangements, and upgrades not covered by the MHP Program will be the sole responsibility of the requesting party under BVES's current applicable Tariffs.
- 10.3. 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. will not provide the service panel and "Beyond-the-Meter" reimbursements for these common area services. Upon BVES's execution of the Agreement, BVES agrees to reimburse the MHP Owner Operator based on the estimates 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 agreement from BVES. BVES will review all invoices received for the "Beyond-the-Meter" work by the Contractor designated in this Agreement and will reimburse the MHP Owner/Operator for prudently occurred and reasonable construction expenditures. This work shall not include costs for any modification or retrofit of the coach or manufactured home.
- 10.4. As soon as practicable and after the 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 shall be submitted in no less than twenty-five percent (25%) increments based on the number of converted MHP-Spaces compared to the total number of eligible MHP-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.
- 10.5. Invoices shall include a listing of MHP-Spaces that completed the service conversion and an itemized list and costs for equipment, materials, and labor for "Beyond-the-Meter" facilities that are both covered and not covered by the MHP Program.

11. Nondisclosure

- 11.1. Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of a 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, suppliers, or personnel of either or both Parties; 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



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- already known to either Party; information in the public domain; information from a third party who did not, directly or indirectly, receive that same information from a Party or from another entity who was under an obligation of confidentiality to the other Party to this Agreement; or information developed by either Party independently of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information.
- 11.2. Notwithstanding the foregoing, Confidential Information may be disclosed to the CPUC and any governmental, judicial, or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

12. Indemnification

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



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- 12.2. MHP Owner/Operator acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.
- 12.3. MHP Owner/Operator shall, on 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 Conversion Program Agreement and all attachments hereto, the MHP Application and BVES's Rule 23. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.



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16. Enforceability

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

17. Force Majeure

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

18. Not a Joint Venture

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

19. Consumer Protection Measures

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

The property owner(s) and/or the resident shall not raise the rent of a unit or space because of the increased value of the unit due solely to infrastructure improvements provided by the Mobilehome Park (MHP) Utility Conversion Program (MHP Conversion



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

Mobilehome Assistance Center (Complaints)

Phone: 1-(800) 952-8356

E-mail: MHAssistance@hcd.ca.gov

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

Mobilehome Residency Law Protection Program (Complaints)

Phone: 1-(800) 952-8356

E-mail: MRLComplaint@hcd.ca.gov

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

BVES will provide written reminder to the MHP owner of the requirement to inform their residents in writing of the consumer protection measures included in the MHP Agreement.



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

Name of Mobilehome Park

Company Name of Owner/Operator

Signature

Print Name

Title

Date

BEAR VALLEY ELECTRIC SERVICE

Utility Name

Signature

Type/Print Name

Title

Date



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

ATTACHMENT A - Documents and Declarations

A. Additional Documentation

As described in CPUC Decision (D.) 20-04-004 and Section 1 of this 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 effective date of this Agreement.
3. As stated in Section 7.1 of the MHP Application, if the MHP Owner/Operator did not provide a complete list of MHP resident contact information with the MHP Application, such information must be submitted with this Agreement (Attachment A). The list shall consist of complete contact information for the current residents of each space in the MHP, including name, address or space number, mailing address (if different than physical address of 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 Conversion Program Agreement.

B. Declaration of Non-Condemnation

In accordance with D.20-04-004, and subject to the requirements of BVES Rule No. 23, each MHP participating in the MHP Utility Upgrade Program must affirm that it is not subject to an enforceable condemnation order or to pending condemnation proceedings.

I, _____, (print name of authorized signatory) declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the MHP Owner/Operator and that the Mobilehome Park is not subject to any enforceable condemnation order or to pending condemnation proceedings.

Name of Mobilehome Park

Authorized Signature

Company Name of Owner/Operator

Print Name

Date

Title



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ATTACHMENT B - Contractor Section

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

Selection of the contractor 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 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 Safety and Enforcement Division (SED) will be consulted to resolve the dispute.

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

Contractor Name: _____

State Contractor License #: _____

Contact Person: _____

Title: _____

Address: _____

City: _____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address _____

Total Estimated Cost to Perform all “Beyond-the-Meter”

work for the MHP (See Attachments C) \$ _____



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Secondary Contractor (if required)

Contractor Name: _____

State Contractor License #: _____

Contact Person: _____

Title: _____

Address: _____

City: _____ State _____ ZIP: _____

Day Phone: _____

Cell Phone: _____

Fax: _____

Email Address _____

Total Estimated Cost to Perform all "Beyond-the-Meter"

work for the MHP (See Attachments C) \$ _____



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ATTACHMENT C - Estimated Costs for MHP Project

MHP Owner/Operator: _____
 MHP Name: _____
 Address: _____

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 20-04-004, and subject to the requirements of BVES Rules No. 23, BVES is offering the Mobilehome Park Utility Conversion Program to convert existing privately owned master-meter/sub-metered electric distribution service within Mobilehome Park or Manufactured Housing Communities (MHP), to direct Utility service for eligible spaces within MHP.

The table below illustrates the financially responsible party for the “To the Meter” and “Beyond the Meter” services under the MHP Program.

Table 1 Illustrate the financially responsible party for the “To-the-Meter” and “Beyond-the-Meter” services under the MHP Program

Table 1	“To-the-Meter” Facilities and Equipment installed by BVES Financially Responsible Party			“Beyond-the-Meter” Facilities and Equipment installed by Contractor Financially Responsible Party		
	Covered by MHP Program	MHP Owner/ Operator	Requesting MH Owner	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting MH Owner
	Service to Individual MH-Spaces	X			X	
Service to Common Use Areas	X				X	
Incremental Service Modifications to the Individual MH-Spaces > 100 amperes where the MHP lots are owned by the resident residing on the lot			X			X
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space in where the lots are not owned by the resident residing on the lot (leased or rented spaces)		X			X	



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A. Estimated “To-the-Meter” Additional Project Costs Not Covered by the Program (To be completed by BVES)¹

	Costs Not Covered by the MHP Program
<u>Civil Costs – Includes, but is not limited to, trenching, backfill, excavation, and surface repair activities [Project Cost to design and install “To-the-Meter” Facilities for the MHP</u>	\$ _____
<u>Electric System – Includes, but is not limited to, installation of cables, switches, transformers, SmartMeters™, conduits and substructures, and other facilities required to complete the distribution and service line extensions.[Service upgrades or rearrangements requested on behalf of the MHP Owner/Operator not covered by the MHP Program]</u>	\$ _____
<u>Other – Includes, but is not limited to, easement estimate, SmartMeter™ network upgrade, and other cost associated with the project.</u>	\$ _____
	\$ _____
Total	\$ _____

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



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B. MHP Owner/Operator’s “Beyond-the-Meter” Project Costs

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

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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

ATTACHMENT D - Costs that the MHP Owner/Operator is Responsible for that are Not Covered Under the MHP Program

MHP Owner/Operator: _____
MHP Name: _____
Address: _____

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 Rule 23, or as otherwise provided in this Agreement. Service modifications and relocations for MH-Spaces in a MHP where the lots are not owned by the owner of the mobilehome or manufactured housing unit (leased or rented spaces), must be requested by the MHP Owner/Operator, and are not reimbursable costs under the MHP Program.

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

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

1. Amount Due from MHP Owner/Operator to BVES

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

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

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

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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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

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

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



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

ATTACHMENT E - Costs that the Mobilehome Owner is Responsible for that are Not Covered Under the MHP Program

MHP Owner/Operator: _____
MHP Name: _____
Address: _____

Requests for service modifications may be made directly to BVES by the owner of the mobilehome or manufactured housing unit, provided that the owner owns both the mobilehome or manufactured housing unit and the lot on which the mobilehome or manufactured housing unit sits, and only as permitted by the MHP rules and regulations, These modifications, and associated costs, are not reimburseable under the MHP Program. They are the responsibility of the requesting mobilehome or manufactured housing unit owner and will be handled under BVES's Rule 23.

The MHP Owner/Operator is responsible for collecting any and all fees associated with service modifications requested by the owner of a mobilehome or manufactured housing unit, and approved by BVES, and for forwarding those payments to BVES with this Agreement.

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

1. Amount Due from Mobilehome Owner to BVES

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

2. Amount Due from Mobilehome Owner to the Contractor

- Amount due for "Beyond-the-Meter" Service Modifications, Relocation and Rearrangement for the Mobilehome Owner. \$ _____

3. Total Owed by Mobilehome Owner for the MHP Program \$ _____



MOBILEHOME PARK UTILITY CONVERSION PROGRAM AGREEMENT

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

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

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

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(C)

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Advice Letter No. 427-E
 Decision No. 21-08-025

Issued By
Paul Marconi
President

Date Filed October 4, 2021
 Effective October 4, 2021
 Resolution No. _____

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