



MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

This Mobilehome Park (MHP) Utility Upgrade Program Agreement (“Agreement”) is made and entered into by and between _____ (“MHP Owner/Operator”), a _____ organized and existing under the laws of the state of _____, and the Utility, “San Diego Gas and Electric” (SDG&E or “Utility”), wherein SDG&E is a corporation organized and existing under the laws of the state of California. From time to time, MHP Owner/Operator and SDG&E shall be individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, SDG&E 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 SDG&E (MHP Program).

WHEREAS, MHP Owner/Operator desires to convert the master-metered/submetered utility system(s) in its MHP to direct service from SDG&E 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 MHP Rules (Electric and Gas Rule No. 44), which this Agreement is intended, in part, to effectuate. This Agreement and Electric and Gas Rule No. 44 shall govern the business relationship between the Parties hereto by which the entire private electric and/or natural gas distribution system servicing the mobilehome park or manufactured housing communities (“MHP”) is replaced with direct SDG&E electric and/or gas distribution and service system, 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 SDG&E 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 CPUC’s “Form of Intent” and the MHP Application (Form 185-1001), and continue 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 Customer 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.

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- 1.4. 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, 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, 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).
- 1.5. SDG&E will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules as described in Section 5.5. Common use area costs are summarized in Attachment C of this Agreement.
- 1.6. The MHP Owner/Operator must provide the following documents with the MHP Agreement pursuant to MHP Program criteria in Electric and Gas Rule No. 44: (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 Utility; 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).
- 1.7. This Agreement has been developed as part of the CPUC’s regulatory process, and conforms to CPUC D.14-03-021. The Agreement has been filed and approved by the CPUC for use between SDG&E and the MHP Owner/Operator, and 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 of the MHP Program as stated in this Agreement, the MHP Application and Electric and Gas Rule No. 44 which may be amended from time to time by the CPUC.
- 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.

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- 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 SDG&E .
- 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. SDG&E and the Commission encourage consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs. SDG&E 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 9 of this Agreement.
- 3.3. Agreements and documents shall be mailed to:

Attn: MHP Program, CP62A
San Diego Gas and Electric Company
8306 Century Park Ct.
San Diego, CA 92123-1530

4. Contractor selected by the MHP Owner/Operator to Perform "Beyond-the-Meter" Work

In consultation and coordination with SDG&E , the MHP Owner/Operator shall designate in Attachment B, attached hereto and incorporated herein, the name of the qualified licensed Contractor that the MHP Owner/Operator has selected to perform all necessary "Beyond-the-Meter" construction work for the project. In all instances, the work performed by the Contractor must meet SDG&E 's current standards as specified in the Utility's Electric and/or Gas Service Requirement manual and have approval from the governing inspection authority.

Bids provided by the contractor shall be based on the "most cost-effective option" to provide the "Beyond-the-Meter" work to the MHP. SDG&E reserves the right to review the reasonableness of the bid from the Contractor selected by the MHP Owner/Operator to perform the "Beyond-the-Meter" work. SDG&E encourages consultation and coordination between parties to ensure efficiency and avoid unnecessary (and non-reimbursable) costs.

If SDG&E 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.

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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-ways or easement as described in the Utility's Distribution and Service Extension Rules (Rule 16).

5.2.2. SDG&E shall at all times have the right to enter and leave the park for any purpose connected with the furnishing of electric /gas service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, and under all applicable SDG&E tariffs. Where electronic gates may be involved, the gate will be fitted with a key switch, with utility keyed keyway, which may activate the controller. Non-electric gates to the park shall be equipped with an approved utility lock keyed with utility keyway.

5.3. Engineering and Planning – Electric Distribution System

5.3.1. MHP Owner/Operator and its Contractor will design the “Beyond-the-Meter” electrical system and secure any necessary permits. Contractor to meet the code and regulation requirements of the inspecting agency for installation of service equipment.

5.3.2. SDG&E 's will normally design and install a single phase, 120/240 volts, 100-ampere electric meter service equipment at each individual MH-Space. Any requests for service modifications beyond the 100-ampere electric service or relocations beyond what is being provided by the MHP Program will be handled under SDG&E 's current Rules and Tariffs.

5.4. Engineering and Planning – Gas Distribution System

5.4.1. MHP Owner/Operator and their Contractor will design the “Beyond-the-Meter” gas system and secure any necessary permits. Contractor shall meet the code and regulation requirements of the inspecting agency for the installation of the gas house line.

5.4.2. SDG&E will design and install a natural gas service line to deliver sufficient volume at SDG&E '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 SDG&E 's current Rules and Tariffs.

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5.5. Engineering and Planning – General

- 5.5.1. 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 Work. The MHP Owner/Operator shall inform itself fully and convey to all potential Contractors and to SDG&E 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;
- 5.5.2. The Owners/Operator of the MHP will continue to own and be responsible for the “Beyond-the-Meter” service facilities. SDG&E will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules. SDG&E will not provide the service panel and “Beyond-the-Meter” reimbursements for these common area services. Request for additional common use area meters and services, including services for recreational vehicles (RV) spaces that are not provided by the MHP Program, but approved by SDG&E, will be designed under the guidance of the Service Relocation and Rearrangement provisions of Rule 16. The MHP Owner/Operator will be responsible for such charges and shall be listed in Attachment C and D of this Agreement.
- 5.5.3. Requests for service 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 modification may be made by MH Owners directly to the Utility in resident-owned MHP and as permitted by the MHP’s Rule and Regulations. SDG&E 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. Service modification costs that are the responsibility of MHP Owner/Operator or MHP resident requesting the modifications shall be listed in Attachment C, D & E of this Agreement. All costs not covered by the MHP Program, must be paid in full to SDG&E prior to or with the submittal of the MHP Agreement in order for the construction phase to begin.
- 5.5.3.1. 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 MHP residents and due to SDG&E under the current Rules and Tariffs and forward those payments to the appropriate Utility.
- 5.5.3.2. “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),

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shall be the sole responsibility of the requesting party and not be subject to Utility reimbursement.

5.5.3.3. 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 to be redesigned and/or re-engineered. Additional redesigned and/or re-engineered costs will be the sole responsibility of the requesting party.

5.5.4. 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 SDG&E and/or the Contractor. Relocation or removal of such obstructions as agreed to by SDG&E is the responsibility of the MHP Owner/Operator and will not be covered by the MHP program, unless previously approved by SDG&E. 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.

5.5.5. 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. 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/submeter system (legacy system) and continue to provide utility service to the MHP residents until cutover to the new direct SDG&E service system. Throughout utility construction and after the cutover, the existing system will remain the property and responsibility of the MHP Owner/Operator, including ongoing maintenance, notification post construction removal (if required), and any environmental remediation, as appropriate. The existing legacy system will remain the property and responsibility of the current MHP Owner/Operator. If necessary, further decommissioning or removal of the existing system, will be the responsibility of the MHP Owner/Operator.

5.6.2. SDG&E shall not remove the existing legacy system, unless necessary and the system shall be abandoned in place and SDG&E shall isolate the new and existing legacy systems. SDG&E shall not incur any expenses associated with the removal or retirement of the existing system under the customer program. Should removal of the sub-metered distribution system be necessary to complete the conversion to direct utility service from SDG&E such costs may, at SDG&E’s discretion, be included in the MHP Program if it is necessary and can be done so efficiently.

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5.6.3. If the MHP has an existing propane gas distribution system, SDG&E 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 (Rule 15 and 16) and would not qualify under the MHP Program.

5.7. Permits

5.7.1. Except for routine, ministerial construction permits to be acquired by SDG&E 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 and/or gas service work necessary to install new service delivery facilities including, but not limited to, gas house lines, electric meter pedestals, and terminations

The work performed by the MHP Owner/Operator's Contractor will include submittal of building permits associated with all "Beyond-the-Mater" work to the agency with jurisdictional authority.

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

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, must continue to remain with each MHP owner 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 responsible to work 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 addition time by SDG&E to resolve environmental, endangered

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species and cultural resources issues prior to completing the project, however, the extension will not extend past the pilot period of the MHP 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 SDG&E. The MHP Representative will be the channel by which SDG&E 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 contractor hired by the MHP Owner/Operator to perform “Beyond-the-Meter” work will provide status updates to SDG&E. 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 MHP 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 SDG&E the rights to contact the residents of the MHP directly, to inform the MHP residents about the MHP Program, accounts setup and other programs and services that soon will be available 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 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 from 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 SDG&E 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 SDG&E communications and distributed in a timely manner.

5.10. Construction

- 5.10.1. Prior to signing this Mobilehome Park Utility Upgrade Program Agreement, each MHP Owner/Operator, in consultation and coordination with SDG&E, shall select and hire a qualified licensed Contractor to perform all necessary “Beyond-the-Meter” construction, plumbing and/or electrical work consistent with Section 4 of this Agreement. Coordination of Work: The MHP

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Owner/Operator shall assure that its Contractor shall work with the MHP Representative to pre-notify and coordinate all work with SDG&E 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. MHP Owner/Operator shall assure that its contractors are aware and abide by all safety requirements described in Section 7 of this Agreement. Construction of the conversion project may commence once all of the terms pursuant to Section D.3.b of Electric and Gas Rule No. 44 have been achieved.

5.10.3. The MHP Owner/Operator shall work cooperatively with SDG&E to resolve various construction issues that may arise during the project, such as providing an acceptable site for storage of SDG&E'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 SDG&E 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.

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

5.11.4. If requested by SDG&E, the Contractor shall be available to meet and perform joint cutover with SDG&E for the individual services within the MHP. SDG&E 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.

5.11.6. The MHP Owner/Operator shall have its Contractor purge the gas legacy master-meter system of unpressurized gas to ensure safety of the disconnected gas system.

6. Utility's Responsibilities

6.1. Engineering and Planning

6.1.1. SDG&E will design and install the new "To-the-Meter" electric and/or gas distribution and service system for the MHP to meet current Utility design

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standards and applicable codes, regulations and requirements. Each MH-Space and the common use areas will become a direct customer of SDG&E 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, SDG&E 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, SDG&E will have the option to offer underground electric service if it is cost effective to do so. If gas service is located above ground, SDG&E will underground the gas service as well as the electric service, if present.

- 6.1.2. SDG&E will prepare a preliminary design package for the new electric and/or gas system; and prepare all necessary land rights documents.
- 6.1.3. SDG&E will consult with the MHP Owner/Operator to identify the location of each electric/and/or gas meter and will specify any barriers required for the protection of the metering service equipment. SDG&E will have the final approval of the location of the meter.
- 6.1.4. SDG&E 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. SDG&E will design and install the “To-the-Meter” facilities to accommodate a service equivalent to the existing service. If the existing electric service is less than 100 amperes, the utility will design and install “To-the-Meter” facilities to accommodate 100 ampere service as part of the MHP Program.
- 6.1.6. With the exception of the 100 ampere minimum electric service, any requests for service upgrades or relocations beyond what is being provided by the MHP Program will be handled under SDG&E’s current Rules and Tariffs. Such request can 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. If applicable, SDG&E will design and install a natural gas service line and Excess Flow Valves (EFV) at each individual MH-Space to deliver sufficient volume at SDG&E’s standard delivery.
- 6.1.8. 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 service activation, service will be extended under the existing distribution and/or service extension rules.

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6.2. Permits

- 6.2.1. SDG&E 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 5.7 of this Attachment.
- 6.2.2. SDG&E will review all permits prior to construction. No work will be performed by SDG&E or the Contractor under the MHP Program until the MHP's Owner/Operator and/or SDG&E obtains the required permits.

6.3. Environmental and Cultural Resources Review

- 6.3.1. SDG&E 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, SDG&E will immediately suspend of work at the MHP. SDG&E 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 can proceed. Any environmental, endangered species and cultural resources remediation, or other resolution of environmental issues, must continue to remain with each MHP owner 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. SDG&E 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, SDG&E 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 SDG&E 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. SDG&E will work with the MHP Representative to make sure all notices and project information is communicated and distributed in a timely manner.
- 6.4.3. SDG&E will manage communications with the California Public Utilities Commission, 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

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- 6.5.1. Under the MHP Program, SDG&E will install, or select a qualified licensed contractor to install the new “To-the-Meter” electric and/or gas distribution systems that will meet all current utility electric and/or gas design standards, applicable codes, regulations and requirements. Facilities and services installed will be based on the agreed upon designed in the MHP Agreement.
- 6.5.2. SDG&E will consult and coordinate the MHP activities with other Utilities that may jointly serve the MHP, including municipal utilities, water, cable and telecommunication providers, to ensure efficiency and avoid unnecessary disruption an/or costs.
- 6.5.3. Once the terms of Section 5.10.2 have been achieved, the conversion project may commence. SDG&E 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 and such facilities have been approved by the governing inspection authority and SDG&E receives a copy of any inspection report or verification. SDG&E may also commence construction if the MHP Owner/Operator has coordinated an acceptable construction schedule that is approved by SDG&E. Once the above has been confirmed SDG&E will commence “To-the-Meter” construction as scheduling and availability permits.
- 6.6. Cutover / Completion of Project
- 6.6.1. SDG&E will own, operate, and maintain all of the “To-the-Meter” electric and/or gas 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 utility tariffs.
- 6.6.2. If necessary, SDG&E will coordinate with the Contractor to jointly meet to perform joint cutover with SDG&E for the individual services within the MHP.

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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 solely 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 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 SDG&E 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 SDG&E 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 plan and conduct 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 and/or operating natural gas facilities shall be performed in accordance with said practices, laws, rules, and regulations. SDG&E may designate safety precautions in addition to those in use or proposed by Contractor. SDG&E 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: If SDG&E requests, 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, SDG&E may provide the safeguards at MHP Owner/Operator's expense. Failure to comply with safety precautions required by SDG&E may result in cancellation of the Contract for cause.
- 7.4. Parties will immediately notify each other regarding safety and hazardous conditions that may cause harm to SDG&E, MHP Owner/Operator, Subcontractors, MHP residents, and/or general public. Upon notice, the responsible party shall investigate the potential safety hazard, and if necessary, take actions to remedy the situation.

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

8. Delay and Suspension of Work

- 8.1. Suspension of Work by SDG&E : SDG&E reserves the right to suspend the work on the MHP Program to serve the needs of the greater public.
- 8.2. Notification of Delays: Contractor shall promptly notify SDG&E in writing of any impending cause for delay that may affect SDG&E schedule. If possible, SDG&E 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 SDG&E '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, cancel or suspend upon written notice to the other party this agreement.
- 9.1.1. SDG&E 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 SDG&E and an opportunity to cure and MHP Owner/Operator has failed to do so; provided however, at SDG&E 's option, safety or security violations may result in immediate cancellation; or
- 9.1.1.2. The failure, refusal, or inability of the MHP Owner/Operator to initiate the work within 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 SDG&E within 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 SDG&E 's opinion, may interfere with the performance of the work.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

- 9.1.2. If the MHP Owner/Operator cancels the Agreement, the MHP Owner/Operator will:
- 9.1.2.1. Agree to reimburse SDG&E for all work and costs incurred prior to the cancellation that did not result in a direct Utility service of an individual MH-Space or common area. SDG&E's costs may include, for example, "To-the-Meter" labor, material and supplies, (including long lead time materials), transportation, and other direct costs which SDG&E allocates to such work; and
 - 9.1.2.2. Not be eligible for reimbursement for any "Beyond-the-Meter" work performed by the Contractor that did not result in a direct Utility service of an individual MH-Space; and
 - 9.1.2.3. Pay back to the Utility any reimbursements paid to the MHP Owner/Operator for partial work completed by their Contractor in full.
- 9.1.3. In the event of such cancellation, SDG&E shall reimburse the MHP Owner/Operator for services satisfactorily completed prior to the date of cancellation that resulted in direct SDG&E service which are of benefit to SDG&E. In no event shall SDG&E be liable for lost or anticipated profits or overhead on uncompleted portions of the work due to cancellation caused by the MHP Owner/Operator.
- 9.1.4. Cancelled or suspended MHP Agreement may, at the Utilities option, result in the removal of the MHP from the queue of approved projects 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 SDG&E arising from cancellation. SDG&E 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 SDG&E to provide "To-the-Meter" facilities for a typical service for each qualifying MH-Space will be covered by the MHP Program.
- 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 SDG&E's current applicable Tariffs.
- 10.3. SDG&E will include with the MHP Program additional reasonable services for common use areas within the MHP that will be served under commercial rate schedules, but will not provide "Beyond-the-Meter" reimbursements for these common area services.
- 10.4. SDG&E 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

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

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 SDG&E. SDG&E 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 all prudently occurred and reasonable construction expenditures. This work shall not include costs for any modification or retrofit of the mobilehome or manufactured home nor include nor cost associated with services to common use areas.

- 10.5. 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 SDG&E 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 SDG&E service.
- 10.6. 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 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.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

- 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 SDG&E , 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 SDG&E, MHP Owner/Operator, Contractor or Subcontractor; injury to property of SDG&E, 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 SDG&E, 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 SDG&E, its officers, agents, or employees. The MHP Owner/Operator shall indemnify, defend and hold harmless SDG&E from all causes of action or claims arising from projects which were cancelled by the MHP Owner/Operator, for which SDG&E 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 SDG&E from all causes of action or claims arising from or related to these systems.
- 12.2. MHP Owner/Operator acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.
- 12.3. MHP Owner/Operator shall, on SDG&E'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 SDG&E in enforcing this indemnity, including reasonable attorney's fees.

MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

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 SDG&E 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 SDG&E 's Electric and Gas Rule No. 44. 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



MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

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

Company Name of Owner/Operator

Signature

Print Name

Title

Date

**SAN DIEGO GAS AND ELECTRIC
COMPANY**

Signature

Type/Print Name

Title

Date



**MOBILEHOME PARK
UTILITY UPGRADE
PROGRAM AGREEMENT
Attachment A
Documents and Declaration**

A. Additional Documentation

As described in the Applicability Section of Electric and Gas Rule No. 44 (Section A.1) and Section 1.6 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 the Utility.

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. 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

In accordance with CPUC Decision (D.) 14-03-021, and subject to the requirements of Electric and Gas Rule No. 44, all MHP participating in the MHP Utility Upgrade Program must affirm that the Mobilehome Park is not subject to an enforceable condemnation order or to pending condemnation proceedings.

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

Name of Mobilehome Park

Authorized Signature

Company Name of Owner/Operator

Print Name

Date

Title

**MOBILEHOME PARK
CONVERSION PROGRAM AGREEMENT
Attachment B
Contractor Selection**

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

- Contractors 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) \$ _____

Secondary Contractor (if required)

- Contractors 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) \$ _____



MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT Attachment C Estimated Costs for MHP Project

MHP Owner/Operator: _____

Project Name: _____

Address: _____

In accordance with California Public Utilities Commission (CPUC) Decision (D.) 14-03-021, and subject to the requirements of Electric and Gas Rule No. 44, SDG&E is offering the Mobilehome Park Utility Upgrade Program to convert existing privately owned master-meter/sub-meter electric and/or gas distribution service within a Mobilehome Park or Manufactured Housing Communities (“MHP”), to direct SDG&E service for each individual space within MHP.

Utility service to be converted to direct SDG&E service (check one)

- Electric Only
 Gas Only
 Electric & Gas

The number of MH-Spaces that will be eligible for conversion to direct SDG&E 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. SDG&E 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 SDG&E’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 Gas and 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 SDG&E Financially Responsible Party			“Beyond-the-Meter” Facilities and Equipment installed by Contractor Financially Responsible Party		
	Covered by MHP Program	MHP Owner/ Operator	Requesting MHP Resident	Reimbursed by MHP Program	MHP Owner/ Operator	Requesting MHP Resident
Service to Individual MH-Spaces	X			X		
Service to Common Use Areas	X				X	
Incremental Service Modifications to the Individual MH-Spaces > 100 amperes where the MHP lots are owned by the resident residing on the lot			X			X
Service Modifications, Relocation and Rearrangement to the MHP Common Use Areas or MH-Space in where the lots are not owned by the resident residing on the lot (leased or rented spaces)		X			X	



**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Project**

**A. SDG&E 's Estimated "To-the-Meter" Additional Project Costs Not Covered by the Program
(To be completed by SDG&E¹)**

Costs NotCovered by
the MHP Program

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

\$ _____

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

\$ _____

Gas System – Includes, but is not limited to, installation of gas piping, connectors, meters, and other facilities required to complete the distribution and service line extensions. [Service upgrades or rearrangements requested on behalf of the individual MHP Residents not covered by the MHP Program]

\$ _____

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

\$ _____

**SDG&E 's Total Estimated Additional
"To-the-Meter" Project Costs**

\$ _____

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



**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT
Attachment C
Estimated Costs for MHP Project**

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

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

	Cost Covered by the MHP Program	Costs Not Covered by the MHP Program ²
<u>Civil Costs</u> – Includes, but is not limited to, trenching, backfill, excavation, surface repair activities, and labor.	\$ _____	\$ _____
<u>Electric System</u> – Includes, but is not limited to, service termination/meter pedestal, grounding, customer load-side wiring, breakers, related materials and labor.	Materials: \$ _____	\$ _____
	Labor: \$ _____	\$ _____
<u>Gas System</u> – Includes, but is not limited to, houseline plumbing from the SDG&E riser to the customer connection including labor and materials.	Materials: \$ _____	\$ _____
	Labor: \$ _____	\$ _____
<u>Other</u> – Includes, but is not limited to, permits as provided by contractor.	\$ _____	\$ _____
	_____	_____
MHP Owner/Operator’s Total Estimated “Beyond-the-Meter” Project Costs	\$ _____	\$ _____
 C. Total 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.



MOBILEHOME PARK UTILITY UPGRADE PROGRAM AGREEMENT

Attachment D

Costs that the MHP Owner/Operator is Responsible for that are not covered under the MPH Program

MHP Owner/Operator: _____

Project 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 SDG&E's current applicable Tariffs. SDG&E will reimburse the MHP Owner/Operator for reasonable and prudently incurred expenses for beyond-the-meter construction covered by the MHP Program. Request for additional common use area meters and services that are not provided by the MHP Program, but approved by SDG&E, will be designed under the guidance of the Utilities' Rules for Service Relocation and Rearrangement. Service modifications and relocations ofor MH-Spaces in MHP where the lots are not owned by the resident residing on the lot (leased or rented spaces), must be requested by and is the responsibility of the MHP Owner/Operator.

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

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

1. Amount Due from MHP Owner/Operator to SDG&E

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

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

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

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



**MOBILEHOME PARK
UTILITY UPGRADE PROGRAM AGREEMENT
Attachment E**

**Costs the MHP Resident is Responsible for
that are Not Covered Under the MHP Program**

MHP Owner/Operator: _____

Project Name: _____

Address: _____

Requests for service modification may be made by the owner of the mobilehome/manufactured housing unit directly to the Utilities, where the MHP lots are owned by the resident residing on the lot and as permitted by the MHP's Rules and Regulations. These modifications, and associated costs, would be the responsibility of the requesting MH resident and will be handled under SDG&E's current applicable Tariffs. All other requests for service entrance relocations, rearrangements and upgrades not covered by the MHP Program must be made by the MHP Owner/Operator and documented in Attachment D.

The MHP Owner/Operator is responsible to collect any and all fees associated with service modifications that were requested on behalf of the MH residents where the MHP lots are owned by the resident and forward those payments to SDG&E with this Agreement.

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

1. Amount Due from MH Residents to SDG&E

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

2. Amount Due from MH Residents to the Contractor

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

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

