

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



February 27, 2009

**Advice Letter 3383-E**

Brian K. Cherry  
Vice President, Regulatory Relations  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, CA 94177

**Subject: Electric Rule 15/16 Exceptional Case Line Extension  
Agreement for Nevada County**

Dear Mr. Cherry:

Advice Letter 3383-E is effective December 19, 2008.

Sincerely,

A handwritten signature in blue ink that reads "Julie A. Fitch".

Julie A. Fitch, Director  
Energy Division



**Brian K. Cherry**  
Vice President  
Regulatory Relations

77 Beale Street, Room 1087  
San Francisco, CA 94105

*Mailing Address*  
Mail Code B10C  
Pacific Gas and Electric Company  
P.O. Box 770000  
San Francisco, CA 94177  
Fax: 415.973.7226

December 19, 2008

**Advice 3383-E**

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Electric Rule 15/16 Exceptional Case Line Extension Agreement  
for Nevada County**

Pacific Gas and Electric Company (PG&E) hereby submits for approval an Agreement Between County Of Nevada And Pacific Gas And Electric Company For Completion Of Electric Distribution Facilities For Darkhorse Subdivision Phase III under Electric Rules 15.I.3 and 16.G. The County of Nevada (County) is stepping in to pay PG&E to finish the backbone electrical infrastructure for a subdivision where the original developer began work, sold several lots, but went bankrupt before signing a line extension contract with PG&E or paying PG&E. There are currently three occupied homes in this subdivision with no permanent source of electricity. The County has agreed to pay PG&E to complete the electrical backbone work, but does not want to act as the developer. The County does not want to sign a standard line extension agreement, and also desires to deviate from the tariffs by paying PG&E in three years, with interest, rather than pay up front as required by Electric Rule 15.D.5. PG&E is also making a concession by offering to do the work for the County based upon the original 2007 cost estimate.

The County approved this Agreement through an urgency ordinance issued on November 18, which provided that the County would not sign this Agreement unless ninety percent of the affected lot owners paid the County for their share of the costs. The County has now received the necessary funds and signed the Agreement. The County would like PG&E to complete this work as soon as possible so that the customers living in homes without utility service have utility service prior to the winter. Accordingly, PG&E has scheduled to begin work on Monday December 22, and respectfully requests that the Agreement become effective upon filing pursuant to General Order 96-B, Section 8.2.3.

**Background**

Baldwin Ranch Limited Partnership (Baldwin Ranch) was the developer of a real estate development project known as the Darkhorse Subdivision, located in unincorporated Nevada County near Grass Valley. There are a total of 223 residential lots at the Darkhorse subdivision, 83 of which are in Phase III. Phase I and Phase II have completed the extension of electric distribution facilities; utility electric service to ten of the 83 lots in Phase III was installed as part of work done during Phase II.

Baldwin Ranch applied for electric service from PG&E for Phase III. Baldwin Ranch only applied for the extension of distribution facilities, and not any service facilities, as Baldwin Ranch was selling lots to other builders and individuals, who would in turn apply for service extensions for their lots.

In March 2007, PG&E sent Baldwin Ranch a proposed Electric Service and Distribution Agreement and associated forms to extend electric distribution service to the remaining 73 residential lots in Phase III and to a golf course bathroom, also part of Phase III. The proposed Electric Service and Distribution Agreement gave Baldwin Ranch the choice of a refundable option, under which Baldwin Ranch had to pay PG&E \$354,680.04, or a "50% Discount Option" with no chance of refunds, under which Baldwin Ranch had to pay PG&E \$202,161.91. PG&E's cover letter to Baldwin Ranch explained that if the contract was not returned with payment within 90 days, the proposed Electric Service and Distribution Agreement was canceled and PG&E may need to re-estimate the job.

Baldwin Ranch did not return the Electric Service and Distribution Agreement to PG&E, and did not pay PG&E for any work, including any estimating or design work, for Phase III. PG&E, in turn, did not install any facilities or do any work on this project.

In early 2007 Baldwin Ranch began work on the subdivision, including the installation of the joint trench and underground substructures. However, Baldwin Ranch apparently ran out of funds, and walked away from the project, despite having sold many lots and completing the majority of the substructure installation. In June 2007, the Nevada County Board of Supervisors issued a notice of forfeiture of improvement security bonds to Baldwin Ranch in relation to Phase III.

In the summer of 2007, Owens Financial Group, Inc., foreclosed on its loan to Baldwin Ranch for 72 lots within the Darkhorse subdivision and acquired title to those lots. Approximately 50 of those lots are located in Phase III. The remaining lots in Phase III are owned by about 25 different builders or individuals. Also in 2007 Pronesti Excavation, Inc., the subcontractor working on the joint trench and

underground substructures, filed a lien against the facilities, and also filed a claim against the bonds.

There is presently no utility electric service to 73 residential lots in Phase III. There are currently three homes in Phase III that are occupied, but which do not have utility electric service.

### **Proposal**

Electric Rule 15 Section I.3 and Electric Rule 16.G. permit PG&E or Applicants to request special rulings "where application of the rule appears impractical or unjust to either parties or ratepayers."

Over the past year PG&E has tried to work with the Owens Financial, the lender that foreclosed on approximately 50 lots, and the County to find someone willing to pay PG&E to extend the electric distribution service and to provide title to the substructure facilities already installed by Baldwin Ranch. Pronesti Excavation, Inc., the contractor hired to do the underground work filed a lien against the property and a lawsuit against the bond company. Those disputes have recently been resolved, such that the County will now be able to provide PG&E with adequate title to electric facilities already installed.

Given the unique, and serious, circumstances here, with three occupied homes without any utility electric service, PG&E and the County have entered into the attached Agreement Between County Of Nevada And Pacific Gas And Electric Company For Completion Of Electric Distribution Facilities For Darkhorse Subdivision Phase III, which is expressly subject to CPUC approval. The key terms of the enclosed Agreement are:

1. The County will pay PG&E One Hundred and Seventy-Two Thousand, Two Hundred and Ninety Dollars and Twenty-Five Cents (\$172,290.25), for the distribution line extension for the 73 residential lots and the golf course bathroom. This is based upon the costs for the 50% Discount Option in the 2007 contract provided to Baldwin Ranch, but utilizing the current ITCC tax rate of 22% pursuant to Electric Preliminary Statement J.5.a for projects where PG&E is paid prior to January 1, 2009.
2. The County will pay PG&E Thirty-Two Thousand Six Hundred Ninety-Six Dollars (\$32,696) to complete the distribution trench work and the electric distribution substructure installation for the distribution extension that is normally the developer's responsibility, and to have PG&E make necessary corrections to existing locations to work previously done by Baldwin Ranch and/or its subcontractors.
3. The County has up to three years to pay, with interest at 3% per year from December 31, 2008 on any unpaid balance, instead of paying prior

to PG&E performing the work as would be required by Electric Rule 15.D.5.

4. The County will not sign a line extension agreement, will not sign a Statement of Applicant's Contract Anticipated Costs (PG&E Form 79-1003), will not be eligible for any refunds, and will not be subject to any deficiency billing.
5. The County will arrange for PG&E to receive deeds from Baldwin Ranch and the County itself conveying their interest in the underground electric substructures installed by Baldwin Ranch, so PG&E can take them over and use them to provide electric service. PG&E will also receive a release of lien from Pronesti Excavation, Inc, and sufficient evidence that no one else is claiming any interest in the underground electric substructures.

This proposed approach is a reasonable approach to help resolve a serious situation which was caused by the developer selling lots, have individuals build homes on those lots and then occupying those homes, even though there was no utility electric service.

### **Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than **January 8, 2009**, which is 20 days from the date of this filing. Protests should be mailed to:

CPUC Energy Division  
Tariff Files, Room 4005  
DMS Branch  
505 Van Ness Avenue  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: [inj@cpuc.ca.gov](mailto:inj@cpuc.ca.gov) and [mas@cpuc.ca.gov](mailto:mas@cpuc.ca.gov)

Copies also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest also should be sent via U.S. Mail (and by facsimile and electronically, if possible) to PG&E at the address shown below on the same date it is mailed or delivered to the Commission:

Brian K. Cherry  
Vice President, Regulatory Relations  
Pacific Gas and Electric Company

77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, California 94177

Facsimile: (415) 973-7226  
E-mail: PGETariffs@pge.com

**EFFECTIVE DATE**

Pursuant to General Order 96-B, Section 8.2.3, PG&E requests that this advice filing become effective immediately, **December 19, 2008**.

**NOTICE**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes should be directed to Rose De La Torre (415) 973-4716. Advice letter filings can also be accessed electronically at:

<http://www.pge.com/tariffs/>

A handwritten signature in cursive script that reads "Brian K. Cheng / DC".

Vice President – Regulatory Relations

Attachments:

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 M)**

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Daren Chan

Phone #: (415) 973-5361

E-mail: D1CT@pge.com

### EXPLANATION OF UTILITY TYPE

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **3383-E**

**Tier: 1**

Subject of AL: Electric Rule 15/16 Exceptional Case Line Extension Agreement for Nevada County

Keywords (choose from CPUC listing): Agreements

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

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:

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information:

Resolution Required?  Yes  No

Requested effective date: **December 19, 2008**

No. of tariff sheets: N/A

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: N/A

Service affected and changes proposed: N/A

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

**CPUC, Energy Division**

**Tariff Files, Room 4005**

**DMS Branch**

**505 Van Ness Ave., San Francisco, CA 94102**

**jn@cpuc.ca.gov and mas@cpuc.ca.gov**

**Pacific Gas and Electric Company**

**Attn: Brian K. Cherry, Vice President, Regulatory Relations**

**77 Beale Street, Mail Code B10C**

**P.O. Box 770000**

**San Francisco, CA 94177**

**E-mail: PGETariffs@pge.com**



# RESOLUTION No. 08-610

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**A RESOLUTION AMENDING RESO. No. 08-572 [AUTHORIZING EXECUTION OF A CONTRACT WITH PG&E OBLIGATING THE COUNTY TO PAY \$204,986.25 FOR ELECTRICAL SERVICE AVAILABILITY IN PHASE 3 OF THE DARKHORSE SUBDIVISION]**

WHEREAS, Resolution No. 08-572 (adopted November 18, 2008) authorizes the execution of a contract with the Pacific Gas & Electric Co. ("PG&E") for electrical service availability to 74 potential services in Phase 3 of the DarkHorse Subdivision; and,

WHEREAS, County Counsel advises that Paragraph 2 of Resolution No. 08-572 be amended, in order to authorize the Chair of the Board and CDA Director to execute other documents necessary to the contractual transaction with PG&E.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors that Resolution No. 08-572 is hereby amended by the amendment of Paragraph 2 in its entirety as follows:

"2. The Chair of the Board is hereby authorized to execute that certain instrument entitled "Deed of Conveyance" (copy attached) required by PG&E to convey certain underground electric distribution and pad mounted electric facilities; and the Director of CDA is authorized to execute such other documents as PG&E may require to enable it to record its interests as conveyed, and any other documents necessary to facilitate the transaction with PG&E for construction of electrical facilities in Phase 3 of the DarkHorse Subdivision."

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a <sup>special</sup>~~regular~~ meeting of said Board, held on the 16th day of December, 2008, by the following vote of said Board:

Ayes: Supervisors Nate Beason, Sue Horne, John Spencer, Hank Weston & Ted S. Owens.  
Noes: None.  
Absent: None.  
Abstain: None.

ATTEST:

CATHY R. THOMPSON  
Clerk of the Board of Supervisors

By: Cathy R. Thompson

Ted S. Owens, Chair

DATE	COPIES SENT TO
12/17/08	CDA
	Counsel
	A-C* (hold)

THE FOREGOING INSTRUMENT IS A  
CORRECT COPY OF THE ORIGINAL 08-610  
ON FILE IN THIS OFFICE

ATTEST: December 17, 2008

CATHY R. THOMPSON  
Clerk of the Board of Supervisors  
COUNTY OF NEVADA

By: B. Rein Deputy



Pacific Gas and Electric Company

# Deed of Conveyance

**DISTRIBUTION:**

- Grantor
- PG&E Land
- PG&E Division
- \_\_\_\_\_

**REFERENCE:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

County of Nevada

(Grantor or Grantors), does hereby grant, bargain, sell and convey to **PACIFIC GAS AND ELECTRIC COMPANY** a California corporation (PG&E), its successors and assigns, free and clear of all liens and encumbrances, those certain underground electric distribution and pad mounted electric facilities  
*(Gas/Electric, O.H./U.G., Transmission/Distribution, Communication)*

now installed on or adjacent to Grantor's premises located at \_\_\_\_\_ and within the following subdivision  
Darkhorse Phase III - Final Map No. 97-08 Recorded in Book 8 of Sub. at Page 119, County of  
Nevada, State of California, ~~together with all necessary rights-of-way and easements therefor~~, in the locations shown and delineated upon the sketch attached hereto and made a part hereof and particularly described thereon.

Grantor(s) agrees to execute such other documents as PG&E may require to enable it to record the rights-of-way and easements above granted.

This Deed of Conveyance shall be governed by and construed in accordance with the laws of the State of California.

**IN WITNESS WHEREOF**, Grantor(s) have executed this Deed of Conveyance this 17th day of December, ~~19~~ 2008.

**GRANTORS:**

TED S. OWENS  
 (Print/Type Name)

*Ted Owens*  
 (Signature)

CHAIRMAN OF THE BOARD  
 (Title)

\_\_\_\_\_  
 (Print/Type Name)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Nevada

On December 17, 2008 before me, Leann C. Whitaker, Notary Public

personally appeared Ted Owens



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Leann C. Whitaker  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: P&P Deed of Conveyance

Document Date: December 17, 2008 Number of Pages: 1

Signer(s) Other Than Named Above: Darkhorse Phase III Final Map No. 97-08 Recorded in Book 8 of Sub. at Page 119

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: County of Nevada

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**AGREEMENT BETWEEN COUNTY OF NEVADA  
AND PACIFIC GAS AND ELECTRIC COMPANY FOR COMPLETION  
OF ELECTRIC DISTRIBUTION FACILITIES FOR DARKHORSE  
SUBDIVISION PHASE III**

This Agreement (Agreement) is entered into the 16th day of December, 2008, between the County of Nevada (County) and PACIFIC GAS AND ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of California (PG&E). County and PG&E will sometimes be referred to collectively as "Parties."

**RECITALS**

- A. Baldwin Ranch Limited Partnership (Baldwin Ranch) was the developer of a real estate development project known as the Darkhorse Subdivision, located in the County. There are a total of 223 residential lots at the Darkhorse subdivision, 83 of which are in Phase III.
- B. Baldwin Ranch applied for electric service from PG&E for Phase III. In or about March 2007, PG&E sent Baldwin Ranch a proposed Electric Service and Distribution Agreement and associated forms for the extension of electric distribution service to 73 residential lots and a golf course bathroom in Phase III. Ten residential lots in Phase III are served by electric distribution facilities which were extended from Phase II.
- C. The proposed Electric Service and Distribution Agreement gave Baldwin Ranch the choice of a refundable option, under which Baldwin Ranch had to pay PG&E \$354,680.04, or a "50% Discount Option" with no chance of refunds, under which Baldwin Ranch had to pay PG&E \$202,161.91. PG&E's cover letter to Baldwin Ranch explained that if the contract was not returned within 90 days, the proposed Electric Service and Distribution Agreement was canceled and PG&E may need to re-estimate the job.
- D. Baldwin Ranch did not return the Electric Service and Distribution Agreement to PG&E, and has not paid PG&E for any work, including any estimating or design work, for Phase III.
- E. Baldwin Ranch installed a joint trench and electric substructures in anticipation of utility electric service, but did not complete that work. The electrical portion of the joint trench and the electric substructures shall be called the electric facilities.
- F. In June 2007, the County Board of Supervisors issued a notice of forfeiture of improvement security bonds to Baldwin Ranch in relation to Phase III of the Darkhorse subdivision.
- G. In July 2007, Owens Financial, Inc. foreclosed on its loan to Baldwin Ranch for 72 lots within the Darkhorse subdivision and title to those lots was acquired at foreclosure by Owens Mortgage Investment Fund. Approximately 50 of those lots are located in Phase III.

H. There is presently no utility electric service to 73 of the 83 residential lots in Phase III of the Darkhorse subdivision. There are currently three homes in Phase III that are occupied, but which do not have utility electric service.

I. County wishes for PG&E to complete the extension of electric distribution service to Phase III of the Darkhorse subdivision, and is willing to pay PG&E to do so, but does not want to step into the role of a developer. PG&E is willing to proceed on a non-standard basis, provided that the California Public Utilities Commission (CPUC) approves.

NOW, THEREFORE, in consideration of the terms and covenants contained herein, County and PG&E hereby agree as follows:

### AGREEMENT

1. **CPUC Approval.** This Agreement shall not be effective unless and until approved by the CPUC. PG&E will promptly advise file a copy of this Agreement with the CPUC pursuant Electric Rules 15.I and 16.G, and request CPUC approval. County shall cooperate fully in support PG&E's advice filing, and support CPUC approval of this Agreement.

2. **Ongoing CPUC Jurisdiction.** This Agreement shall at all times be subject to such changes or modifications by the CPUC as the CPUC may, from time to time, direct in the exercise of its jurisdiction.

3. **Conditions to PG&E Performance.** PG&E agrees to install the electric distribution extension to Phase III of the Darkhorse subdivision, consistent with the Service and Distribution Agreement sent to Baldwin Ranch, provided that:

- a. PG&E has received deeds of conveyance, in a form acceptable to PG&E, to the electric facilities already installed by or on behalf of Baldwin Ranch in Phase III from
  - i. Baldwin Ranch,
  - ii. County; and,
  - iii. ICW Group, Insurance Company of the West.
- b. Owens Mortgage Investment Fund and/or Baldwin Ranch Subdivision LLP, provides information satisfactory to PG&E, in its sole discretion, that they do not asset any ownership or other interest in the electric facilities already installed by or on behalf of Baldwin Ranch in Phase III;
- c. PG&E has received a release of any and all liens filed against the electric facilities already installed by or on behalf of Baldwin Ranch in Phase III, including, without limitation, a release from Pronesti Excavation, Inc.; and,

- d. No one is asserting ownership of or a legal or equitable interest in the electric facilities already installed by or on behalf of Baldwin Ranch in Phase III.

- 4. **County's Obligations.** County agrees to
  - a. Pay PG&E One Hundred and Seventy-Two Thousand, Two Hundred and Ninety Dollars and Twenty-Five Cents (\$172,290.25) (based upon the costs for the "50% Discount Option" in the contract provided to Baldwin Ranch, but utilizing the current ITCC tax rate of 22%);
  - b. Pay PG&E Thirty-Two Thousand Six Hundred Ninety-Six Dollars (\$32,696) to complete the distribution trench work and the electric distribution substructure installation for the distribution extension that is normally the developer's responsibility, and to have PG&E make necessary corrections to existing locations. This work includes adding physical protection by use of barriers or curbs where standard set-backs are not met, mandrel and prove clear all conduit runs, cap all conduit stubs and backfill, and complete grounding at various transformer and junction locations.
  - c. The amounts set forth in subsections a and b above shall be paid to PG&E by December 31, 2008, or shall accrue 3% interest on any unpaid balance as of December 31, 2008. Both amounts must be paid in full, including accrued interest, no later than 36 months after CPUC approval of this Agreement.

5. **Terms and Provisions of Tariffs Apply.** Except as provided in this Agreement, or as otherwise ordered by the CPUC, the distribution extension covered by this Agreement will be installed in accordance with the applicable rules on file with the CPUC, including as applicable the requirements, terms and provisions of Electric Rule 15 and Electric Rule 16.

- 6. **Exceptions to Tariff Provisions.** Notwithstanding Section 5 above,
  - a. County will not be responsible for any warranties for the work performed by or on behalf of Baldwin Ranch, and shall not be liable for any deficiency bills, any charges for cost of ownership, and any charges for unsupported extension costs or for any monies whatsoever, other than the monies owed under Section 4 above.
  - b. County waives any right to obtain a bid for design work or construction work from PG&E, and selects the installation option set forth in the Service and Distribution Extension Agreement sent to Baldwin Ranch.
  - c. County will not be entitled to any refunds.

7. **Termination of this Agreement.** Either Party may cancel this Agreement without cause by providing written notice to the other Party if the CPUC has not approved this Agreement within one month after it was executed by the Parties.

8. **No Service Extensions.** Nothing in this Agreement addresses the extension of service facilities to any homes or lots in Phase III. This Agreement only covers the extension of the distribution line.

9. **Assignment.** This Agreement and the rights granted hereunder are being granted in reliance on the financial standing of each of the Parties. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated, directly or indirectly, by a Party without the prior written consent of the other Party. Any attempt to assign or delegate without such consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

10. **Amendments.** No modification or change to this Agreement shall be binding or effective unless expressly set forth in writing and signed by PG&E's representative and County's representative authorized to execute the Agreement.

11. **Force Majeure.** PG&E and County shall not be considered in default in the performance of their obligations under this Agreement to the extent that the performance of such obligation is prevented, altered, or delayed by any cause, existing or future, which is beyond the reasonable control of such Party. Actions of the CPUC shall be considered force majeure.

12. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

13. **No Waiver.** The waiver by either Party of any breach of any term, covenant or condition contained in this Agreement, or any default in the performance of any obligations under this Agreement, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

14. **Integration.** This Agreement, and the Agreement to Perform Tariff Schedule Related Work constitute the entire agreement and understanding between the Parties as to the subject matter of the Agreement. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between County and PG&E, whether oral or written, and has been induced by no representations, statements or agreements other than those expressed herein. Neither County nor PG&E shall, for so long as it performs its obligations set forth herein, be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Agreement.

15. **No Third Party Beneficiaries.** This Agreement and all of its provisions and conditions are solely for the benefit of the Parties. Nothing in this Agreement shall be deemed to confer upon third parties any remedy, claim, liability, right of reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

COUNTY OF NEVADA

PACIFIC GAS AND ELECTRIC  
COMPANY

By: 

By:   
MARIE JORDAN

Title: Chairman of the Board

Title: SR Director, Technical Svcs

Date: 12-16-08

Date: 12/19/2008

**PG&E Gas and Electric  
Advice Filing List  
General Order 96-B, Section IV**

Aglet	Department of the Army	Northern California Power Association
Agnews Developmental Center	Dept of General Services	Occidental Energy Marketing, Inc.
Alcantar & Kahl	Division of Business Advisory Services	OnGrid Solar
Ancillary Services Coalition	Douglas & Liddell	PPL EnergyPlus, LLC
Anderson & Poole	Douglass & Liddell	Pinnacle CNG Company
Arizona Public Service Company	Downey & Brand	Praxair
BART	Duke Energy	R. W. Beck & Associates
BP Energy Company	Duncan, Virgil E.	RCS, Inc.
Barkovich & Yap, Inc.	Dutcher, John	RMC Lonestar
Bartle Wells Associates	Ellison Schneider & Harris LLP	Recon Research
Blue Ridge Gas	Energy Management Services, LLC	SCD Energy Solutions
Braun & Associates	FPL Energy Project Management, Inc.	SCE
C & H Sugar Co.	Foster Farms	SESCO
CA Bldg Industry Association	Foster, Wheeler, Martinez	SMUD
CAISO	Franciscan Mobilehome	SPURR
CLECA Law Office	G. A. Krause & Assoc.	Santa Fe Jets
CSC Energy Services	GLJ Publications	Seattle City Light
	Goodin, MacBride, Squeri, Schlotz & Ritchie	Sempra Utilities
California Cotton Ginners & Growers Assn	Green Power Institute	Sequoia Union HS Dist
California Energy Commission	Hanna & Morton	Sierra Pacific Power Company
California League of Food Processors	Heeg, Peggy A.	Silicon Valley Power
California Public Utilities Commission	Hitachi	Smurfit Stone Container Corp
Calpine	Hogan Manufacturing, Inc.	Southern California Edison Company
Cameron McKenna	Imperial Irrigation District	St. Paul Assoc.
Cardinal Cogen	Innercite	Sunshine Design
Casner, Steve	International Power Technology	Sutherland, Asbill & Brennan
Cerox	Intestate Gas Services, Inc.	TFS Energy
Chamberlain, Eric	J. R. Wood, Inc.	Tabors Caramanis & Associates
Chevron Company	JTM, Inc.	Tecogen, Inc.
Chris, King	Los Angeles Dept of Water & Power	Tiger Natural Gas, Inc.
City of Glendale	Luce, Forward, Hamilton & Scripps LLP	Tioga Energy
City of Palo Alto	MBMC, Inc.	TransCanada
City of San Jose	MRW & Associates	Turlock Irrigation District
Clean Energy Fuels	Manatt Phelps Phillips	U S Borax, Inc.
Coast Economic Consulting	Matthew V. Brady & Associates	United Cogen
Commerce Energy	McKenzie & Associates	Utility Cost Management
Commercial Energy	Meek, Daniel W.	Utility Resource Network
Constellation	Merced Irrigation District	Utility Specialists
Constellation New Energy	Mirant	Vandenberg Air Force
Consumer Federation of California	Modesto Irrigation District	Verizon
Crossborder Energy	Morgan Stanley	Wellhead Electric Company
Davis Wright Tremaine LLP	Morrison & Foerster	Western Manufactured Housing Communities Association (WMA)
		White & Case
Day Carter Murphy	New United Motor Mfg., Inc.	eMeter Corporation
Defense Energy Support Center	Norris & Wong Associates	
Department of Water Resources	North Coast SolarResources	