

ccfc pg 89

CITY COUNCIL MEETING
NOVEMBER 6, 1985

BREACH OF CONTRACT
FILED AGAINST CITY
BY PG&E

City Clerk Reimche presented Verified Complaint
for Breach of Contract No. 169313 filed against
the City of Lodi by Pacific Gas and Electric
Company.

<p>NAME AND ADDRESS OF ATTORNEY CHARLES T. VAN DEUSEN HOWARD V. GOLUB JOHN N. FRYE SHIRLEY A. SANDERSON P. O. Box 7442, San Francisco, CA 94120 ATTORNEY FOR (Name) PACIFIC GAS AND ELECTRIC COMPANY</p>	<p>TELEPHONE NO (415) 541-6669</p>	<p>FOR COURT USE ONLY RECEIVED 1985 NOV -5 PM 1:27 ALICE M. REIMCHE CITY CLERK CITY OF LODI</p>
<p>Insert name of court, judicial district or branch court, if any, and Post Office and Street Address San Joaquin County Superior Court 222 East Weber Avenue P. O. Box 810 Stockton, CA 95201</p>		
<p>PLAINTIFF PACIFIC GAS AND ELECTRIC COMPANY</p>		
<p>DEFENDANT CITY OF LODI, a municipal corporation; and ROES 1-40, Red Companies 1-40</p>		
<p>SUMMONS</p>		<p>CASE NUMBER 169313</p>

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

¡AVISO! Usted ha sido demandado. El tribunal puede decidir contra Ud. sin audiencia a menos que Ud. responda dentro de 30 días. Lea la información que sigue.

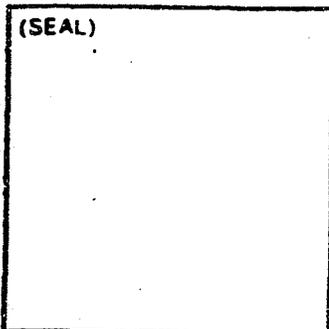
If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be filed on time.

Si Usted desea solicitar el consejo de un abogado en este asunto, debería hacerlo inmediatamente, de esta manera, su respuesta escrita, si hay alguna, puede ser registrada a tiempo.

1. **TO THE DEFENDANT:** A civil complaint has been filed by the plaintiff against you. If you wish to defend this lawsuit, you must, within 30 days after this summons is served on you, file with this court a written response to the complaint. Unless you do so, your default will be entered on application of the plaintiff, and this court may enter a judgment against you for the relief demanded in the complaint, which could result in garnishment of wages, taking of money or property or other relief requested in the complaint.

DATED: MAR 11 1985

Clerk, By MARY DEARBORN Deputy



2. **NOTICE TO THE PERSON SERVED:** You are served

- a. As an individual defendant.
 - b. As the person sued under the fictitious name of:
 - c. On behalf of: The City of Lodi, a public entity
- Under: CCP 416.10 (Corporation) CCP 416.60 (Minor)
 CCP 416.20 (Defunct Corporation) CCP 416.70 (Incompetent)
 CCP 416.40 (Association or Partnership) CCP 416.90 (Individual)
 Other: CCP 416.50 (public entity)
- d. By personal delivery on (Date):

A written response must be in the form prescribed by the California Rules of Court. It must be filed in this court with the proper filing fee and proof of service of a copy on each plaintiff's attorney and on each plaintiff not represented by an attorney. The time when a summons is deemed served on a party may vary depending on the method of service. For example, see CCP 413.10 through 415.50. The word "complaint" includes cross-complaint. "plaintiff" includes cross-complainant. defendant includes cross-defendant. the singular includes the plural.

PROOF OF SERVICE

(Use separate proof of service for each person served)

1. I served the

a. summons complaint amended summons amended complaint

b. On defendant (Name): City of Lodi

c. By serving (1) Defendant (2) Other (Name and title or relationship to person served):

Ms. Alice M. Reimche, Clerk of City of Lodi

d. By delivery at home business (1) Date of:
(2) Time of: (3) Address: 221 West Pine Street
Lodi, California

e. By mailing (1) Date of: (2) Place of:

2. Manner of service: (Check proper box)

- a. Personal service. By personally delivering copies. (CCP 415.10)
- b. Substituted service on corporation, unincorporated association (including partnership), or public entity. By leaving, during usual office hours, copies in the office of the person served with the person who apparently was in charge and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP 415.20(a))
- c. Substituted service on natural person, minor, incompetent, or candidate. By leaving copies at the dwelling house, usual place of abode, or usual place of business of the person served in the presence of a competent member of the household or a person apparently in charge of the office or place of business, at least 18 years of age, who was informed of the general nature of the papers, and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP 415.20(b)) (Attach separate declaration or affidavit stating acts relied on to establish reasonable diligence in first attempting personal service.)
- d. Mail and acknowledgment service. By mailing (by first-class mail or airmail) copies to the person served, together with two copies of the form of notice and acknowledgment and a return envelope, postage prepaid, addressed to the sender. (CCP 415.30) (Attach completed acknowledgment of receipt.)
- e. Certified or registered mail service. By mailing to address outside California (by registered or certified airmail with return receipt requested) copies to the person served. (CCP 415.40) (Attach signed return receipt or other evidence of actual delivery to the person served.)
- f. Other (Specify code section):
 Additional page is attached.

3. The notice to the person served (Item 2 on the copy of the summons served) was completed as follows (CCP 412.30, 415.10, and 474):

- a. As an individual defendant.
- b. As the person sued under the fictitious name of:
- c. On behalf of: The City of Lodi, a public entity.
Under: CCP 416.10 (Corporation) CCP 416.60 (Minor) Other: CCP 416.50
 CCP 416.20 (Defunct corporation) CCP 416.70 (Incompetent)
 CCP 416.40 (Association or partnership) CCP 416.90 (Individual)

d. By personal delivery on (Date):

4. At the time of service I was at least 18 years of age and not a party to this action.

5. Fee for service: \$

6. Person serving

- a. Not a registered California process server.
- b. Registered California process server.
- c. Employee or independent contractor of a registered California process server.
- d. Exempt from registration under Bus. & Prof. Code 22350(b)

e. California sheriff, marshal, or constable.

f. Name, address and telephone number and if applicable, county of registration and number:

I declare under penalty of perjury that the foregoing is true and correct and that this declaration is executed on (Date): at (Place): California.

(For California sheriff, marshal or constable use only)
I certify that the foregoing is true and correct and that this certificate is executed on (Date): at (Place): California.

(Signature)

(Signature)

1 CHARLES T. VAN DEUSEN
2 HOWARD V. GOLUB
3 JOHN N. FRYE
4 SHIRLEY A. SANDERSON
P. O. Box 7442
San Francisco, California 94120
Telephone: (415) 541-6669

5 Attorneys for Plaintiff
6 PACIFIC GAS AND ELECTRIC COMPANY

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN JOAQUIN

10
11 PACIFIC GAS AND ELECTRIC)
12 COMPANY,)
13 Plaintiff,)
14 vs.)
15 CITY OF LODI, a municipal)
16 corporation; and ROES 1-40,)
17 Red Companies 1-40,)
Defendants.)

FILED
MAR 11 PM 3 28
CLERK
MARY DEARBORN
COUNTY CLERK

No. 169313
VERIFIED COMPLAINT FOR
BREACH OF CONTRACT

18
19
20 Plaintiff Pacific Gas and Electric Company
21 (hereinafter "PGandE"), a corporation, alleges as follows:

22 FIRST CAUSE OF ACTION
23 (Breach Of Contract)

24 1. At all times mentioned herein PGandE was and
25 now is a public utility corporation in good standing, duly
26 organized and existing under and by virtue of the laws of

1 the State of California, doing business in California, and
2 whose principal place of business is the City and County of
3 San Francisco.

4 2. At all times mentioned herein, the City of
5 Lodi ("City") was and now is a municipal corporation
6 situated in San Joaquin County and organized and existing
7 under and by virtue of the laws of the State of California.

8 3. Defendants Roes 1 through 40, and Red
9 Companies 1 through 40, are sued herein under fictitious
10 names, their true names and capacities being unknown to
11 PGandE. When their true names and capacities are
12 ascertained, PGandE will amend its complaint to include said
13 true names and capacities.

14 4. At all times mentioned herein Roes 1-40 were
15 individuals.

16 5. At all times mentioned herein defendants Red
17 Companies 1-40 were municipal corporations, partnerships,
18 joint ventures or other business entities licensed to do and
19 doing business in the State of California.

20 6. At all times mentioned herein all of the
21 defendants were each the employees, servants, agents and
22 joint venturers of the other defendants and acting within
23 the scope of their employment, service, agency and joint
24 venture and each is legally responsible for the acts and
25 omissions of the others.

26 ///

1 7. On or about April 1, 1970, plaintiff and the
2 City entered into a written contract in which plaintiff
3 agreed to sell and deliver to the City, and the City agreed
4 to purchase and receive from plaintiff all of the electric
5 capacity and energy required by the City for its own use and
6 for resale to its customers. The contract was amended in
7 writing in ways not relevant to this complaint on April 15,
8 1981. Certain amendments have been proposed which likewise
9 are not relevant to this complaint. The contract was and is
10 now in full force and effect. The contract and amendment
11 are attached to this complaint as exhibits A and B, and are
12 expressly incorporated into this complaint by reference as
13 though fully set forth.

14 8. The contract has been accepted for filing by
15 the Federal Energy Regulatory Commission ("FERC").

16 9. Pursuant to the contract, the City's
17 electricity requirements were and are provided solely by
18 PGandE.

19 10. Plaintiff delivered to defendant bills for
20 electricity sold and delivered to defendant during
21 May-September 1982.

22 11. Defendant has breached the contract by
23 refusing and failing to pay the major portion of each of
24 said bills.

25 12. Plaintiff has fully performed all of its
26 obligations under the contract.

1 13. As a proximate result of defendant's breach
2 of contract, plaintiff has been damaged in a sum in excess
3 of the jurisdiction of the superior court, plus interest
4 thereon at the statutory rate. Plaintiff will amend this
5 complaint to set forth any future, unascertained, or
6 consequential damages as they are incurred.

7 14. On or about July 30, 1982, plaintiff filed a
8 claim for money based on nonpayment of the May bill with the
9 city clerk pursuant to provisions of the Government Code. A
10 copy of the claim is attached as exhibit C, and incorporated
11 by reference. The filing of this claim is not an admission
12 by plaintiff that such claim was required to be filed, nor
13 is it a waiver by plaintiff of any right it may have to have
14 the issue adjudicated.

15 15. On or about November 1, 1982, plaintiff filed
16 an amended claim for money based on nonpayment of the
17 May-September bills with the city clerk pursuant to
18 provisions of the Government Code. A copy of the claim is
19 attached as exhibit D, and incorporated by reference. The
20 filing of this claim is not an admission by plaintiff that
21 such claim was required to be filed, nor is it a waiver by
22 plaintiff of any right it may have to have the issue
23 adjudicated.

24 16. The City has failed to act on these claims
25 within the period of 45 days after presentation, and they
26

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1 were thus deemed rejected, under the provisions of section
2 912.4 of the Government Code.

3 WHEREFORE, plaintiff prays judgment for:

- 4 1. damages for nonpayment of bills;
5 2. interest at the maximum rate permitted by law;
6 3. costs of suit; and
7 4. such other and further relief as the Court may
8 deem proper.

9 Dated: March 9, 1983.

10 Respectfully submitted,

11 CHARLES T. VAN DEUSEN
12 HOWARD V. GOLUB
13 JOHN N. FRYE
14 SHIRLEY A. SANDERSON

15 By Shirley A. Sanderson
16 SHIRLEY A. SANDERSON
17 Attorneys for Plaintiff
18 PACIFIC GAS AND ELECTRIC COMPANY
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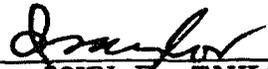
VERIFICATION

I, the undersigned, say:

I am an officer, to wit, Vice President and Corporate Secretary of Pacific Gas and Electric Company, a corporation, and am authorized to make this verification for and on behalf of said corporation, and I make this verification for that reason; I have read the foregoing pleading and I am informed and believe the matters therein are true and on that ground I allege that the matters stated therein are true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 10, 1983, at San Francisco, California.



JOHN F. TAYLOR

AGREEMENT FOR SALE OF ELECTRIC POWER AND ENERGY
BY PACIFIC GAS AND ELECTRIC COMPANY TO CITY OF LODI

- THIS AGREEMENT is entered into by and between CITY OF LODI, a California municipal corporation, situated in the County of San Joaquin, State of California, hereinafter called City, and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PGandE.

RECITALS:

City now purchases electric power and energy from PGandE under a contract dated December 1, 1955, as amended, which provides for deliveries and metering at 12,000 volts and which contract will expire May 13, 1970.

City is modifying its electric distribution system so that all of its power requirements related thereto may be purchased at a nominal electromotive force of 60,000 volts.

City has requested PGandE to furnish City with such electric power and energy as may be required by City with delivery and metering at 60,000 volts.

PGandE is willing to comply with City's said request subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual promises of the parties contained herein, it is agreed as follows:

1. PGandE shall sell to City and City shall purchase from PGandE all the electric power and energy required by City.
2. PGandE shall, as an accommodation, also deliver to City electric power for City's use in the operation of City's

(a) Pumping Plant No. 10, located one-half mile east of Wells Lane and one-half mile north of Victor Road (near Guild Winery).

EXHIBIT A

(b) Pumping Plant No. 11, located on the east side of the right of way of Central California Traction Company between Victor Road and East Pine Street,

(c) White Slough Sewage Treatment Plant located one-half mile west of Thornton Road, approximately three miles south of Highway 12, all of which are outside the corporate limits of the City.

Electric power so delivered shall be metered by PGandE's meters at 480 volts. The quantities of electric power so measured shall be adjusted by adding 4 percent for transformer and line losses, and such adjusted quantities shall be added to the quantities of electric power delivered to City at 60,000 volts.

3. The rates, charges, and conditions to be used in determining the billing hereunder shall be those set forth in PGandE's Schedule R attached and made a part hereof marked Exhibit "A", except that the last sentence of Special Condition (b) entitled "Demand" shall not apply. Following the acceptance for filing of this agreement by the Federal Power Commission, PGandE shall have the right, from time to time, to make additional filings to place into effect increases or decreases in said rates and/or charges, and this agreement shall constitute consent to such unilateral filings by PGandE, provided, however, the City may, at its discretion, protest the reasonableness of any such proposed increased rates and/or charges.

4. All electric power furnished hereunder shall be supplied and paid for in accordance with the terms and conditions set forth in Exhibit "B", attached and made a part hereof.

5. City shall install, own, operate, and maintain, at its expense, the necessary facilities to receive the power being purchased hereunder.

EXHIBIT
09448

A-1

6. All of City's electric capacity and energy requirements shall be delivered at what is commonly designated as three phase, alternating current with a nominal frequency of sixty (60) hertz, slight variations in frequency to be allowed. All such deliveries shall be made by PGandE, over PGandE's facilities, to and received by City at the point where the electrical conductors of PGandE connect to those of City, at City's Thomas Killelea Substation located at 545 East Locust Street, and shall be delivered and metered at nominal voltage of 60,000 volts.

In order to provide the 60,000 volt service to City, PGandE will be required to perform, at a presently estimated cost of \$32,000, certain related line, substation, and 60,000 volt meter installation work, all of which is generally described as follows:

- (1) Relocate a 60,000 volt oil switch and other related work.
- (2) Install steel pole and extend conductors 55 feet to City's 60,000 volt bus.
- (3) Install 60,000 volt metering current and potential transformers.
- (4) Connect current transformers on City's total breaker into PGandE's Bus Relay Scheme.

7. In the event that City requests PGandE to make deliveries at a location and/or a voltage other than as provided for herein, PGandE will endeavor to comply with such request upon terms and conditions to be mutually agreed upon.

8. In the event all or any portion of the facilities installed by PGandE described in Paragraph 6 above, or installed by PGandE under Paragraph 9 below, or any new electrical transmission or substation facility or portion thereof which PGandE has commenced to install or has installed to provide electrical service to City is rendered idle by reason of the termination of this agreement

EXHIBIT
09449

A-2

by City, prior to the expiration of seventy-two(72) months from and after the date of commencement of construction of such facilities, then said facilities shall be deemed to have been installed on a temporary basis and City shall pay to PGandE, on demand, cancellation charges consisting of the (estimated) installation cost, plus the estimated removal cost less the estimated salvage value of each said facility, including revenue metering, actually removed, which is not then necessary or useful in serving other customers of PGandE. The cancellation charge for any such facility used thirty-six (36) months or more to serve the City's electric requirements shall be reduced by 1-2/3% each month in excess of twelve (12) months that the facility was used.

9. PGandE shall furnish and install metering equipment necessary to measure the electricity delivered by PGandE. This metering equipment shall be installed at locations mutually agreed upon by the parties. Metering points once established shall not be changed except by mutual agreement.

10. This agreement shall be effective on the date deliveries to City at 60,000 volts commence and shall remain in effect until terminated by either party on six (6) months advance written notice.

11. If any facility for which cancellation charges have been paid and which has not been removed thereafter becomes useful in serving other customers of PGandE, the cancellation charge attributable to such facility will be refunded, without interest, to the extent it exceeds 1-1/4% of the installed capital cost of said facility times the number of whole months between the date of termination and the date that service is commenced to such other customers. PGandE shall not install any new transmission or substation facilities for the use and benefit of City to which cancellation charges would be applicable, without prior consent of City for such installation, provided, however, that if

EXHIBIT

A - 8

09450

City withholds its consent, PGandE will be relieved of any obligation to provide service to City under this agreement for which such facilities would have been required, except as PGandE may be required to provide service by any court or commission having jurisdiction.

12. This agreement shall, at all times, be subject to such changes or modifications as the Federal Power Commission may, from time to time, direct in the exercise of its jurisdiction.

13. This agreement cancels and supersedes that certain agreement between PGandE and City, dated December 1, 1955, as amended.

14. Any notice, demand, or request required or authorized by this agreement shall be deemed properly given if mailed, postage prepaid, to PGandE directed to Pacific Gas and Electric Company at 245 Market Street, San Francisco, California, and to City directed to City Manager at City Hall, City of Lodi, California, on behalf of PGandE. The designation of the person to be notified or the address to which the notice is to be mailed may be changed at any time by similar notice.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 1st day of April, 1970.

ATTEST:

Debbie L. Dunith
City Clerk

CITY OF LODI,

By Jerald Kinosh
Mayor

APPROVED

Albert E. Cook
ALBERT E. COOK
MANAGER COMMERCIAL DEPARTMENT

PACIFIC GAS AND ELECTRIC COMPANY,

By CE Sinichia
Senior Vice President

and by Douglas
Secretary

EXHIBIT

A-4

AMENDING AGREEMENT
TO THE
AGREEMENT
FOR THE SALE OF ELECTRIC POWER AND ENERGY
TO
CITY OF LODI

THIS AMENDING AGREEMENT is made by and between the CITY OF LODI, a California municipal corporation situated in the County of San Joaquin, State of California (Lodi) and PACIFIC GAS AND ELECTRIC COMPANY (PGandE).

RECITALS:

A. Lodi presently purchases all of its electric energy and capacity (Power) from PGandE in accordance with an agreement dated April 1, 1970.

B. The Northern California Power Agency, a public agency created by a joint powers agreement dated July 19, 1968, as amended (NCPA), and certain member cities including Lodi have entered into power purchase contracts with the Bonneville Power Administration and certain other utilities located in the Pacific Northwest (Northwest Entities). Such contracts provide for the purchase of nonfirm energy (Northwest Energy) to be delivered to PGandE at or near the Oregon-California border.

C. NCPA has entered into a contract dated April 14, 1981 (Interruptible Transmission Service Contract between Pacific Gas and Electric Company and Northern California Power Agency) with PGandE for interruptible transmission service for such Northwest Energy to NCPA member cities, in amounts as shall from time to time be designated by NCPA under provisions of the Transmission Contract.

D. Lodi has contracted with NCPA to allow NCPA to act on Lodi's behalf in arranging with PGandE for the transmission of such Northwest Energy from the California-Oregon border to PGandE's existing electric delivery point for Lodi.

E. Lodi has requested that the 1970 Agreement be amended to accommodate the delivery of Northwest Energy to Lodi.

F. PGandE is willing to accommodate Lodi's request.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE 1970 AGREEMENT SHALL BE AMENDED AS FOLLOWS:

1. Section 1 on Page 1 is deleted and the following new Section 1 is substituted therefor:

*1. PGandE shall sell and deliver to Lodi, and Lodi shall purchase and receive from PGandE all Power required by

Lodi except for such Northwest Energy as may from time to time be delivered by PGandE to Lodi under the provisions of the NCPA-PGandE Interruptible Transmission Service Contract."

2. Sections 3 and 4 on Page 2 are hereby deleted and the following new Section 3 is substituted therefor:

(3) For the purpose of this Amending Agreement, a monthly bill based on the total metered quantity of Power delivered by PGandE to Lodi will be prepared under PGandE's FERC tariffs. Because precise information regarding deliveries of Northwest Energy to designated member cities will not be made available to PGandE by NCPA during the instant billing period, any credits, due Lodi as provided in the NCPA-PGandE Interruptible Transmission Service Contract, will be applied to PGandE's next regular monthly Power bill to Lodi. Such credits will be based on the rates and charges in effect during the billing period during which the deliveries of Northwest Energy were supplied to Lodi."

3. This Amending Agreement shall be effective on the date it is permitted to become effective by FERC but not prior to the effective date of the NCPA-PGandE Interruptible Transmission Service Contract. This Amending Agreement shall remain in effect coincident with the terms of the 1970 Agreement

and the NCPA-PGandE Interruptible Transmission Service Contract, provided, that this Amending Agreement shall automatically terminate on the date of initial delivery of Power by or for NCPA to Lodi under a new interconnection contract between NCPA and PGandE for NCPA's geothermal projects which provides similar transmission services; provided further, this Amending Agreement is expressly conditioned upon acceptance by FERC of all provisions hereof, without change or condition and will not become effective unless so accepted.

4. PGandE shall file this Amending Agreement with FERC in a timely manner and shall diligently prosecute such proceedings.

5. Nothing contained herein shall be construed as affecting in any way the right of PGandE, in furnishing service under provisions of the Agreement to unilaterally make application of FERC for a change in rates, under Section 205 of the Federal Power Act and pursuant to FERC Rules and Regulations promulgated thereunder. However, Lodi may at its discretion, protest the reasonableness of any such proposed increase in rates and/or charges.

6. Except as herein provided, the 1970 Agreement shall remain in full force and effect.

Dated this 15th day of April, 19 81.

CITY OF LODI, a municipal
corporation

By *James A. McCarty*
JAMES A. McCARTY, MAYOR

ATTEST:

Alice M. Reimche
Alice M. Reimche
City Clerk

PACIFIC GAS AND ELECTRIC COMPANY

By *[Signature]*

MANAGER COMMERCIAL DEPARTMENT

RECEIVED

1 Claim of
 2 PACIFIC GAS AND ELECTRIC COMPANY, INC.)
 3 Claimant, ALICE M. REIMCHE)
 4 vs. CITY CLERK)
 5 CITY OF LODI)
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CLAIM FOR MONEY FOR
NONPAYMENT OF BILLS
 (Gov. Code § 910)

TO: MS. ALICE M. REIMCHE
 CLERK OF THE CITY OF LODI
 City Hall
 221 West Pine Street
 Lodi, California 95241

PLEASE TAKE NOTICE that Pacific Gas and Electric Company ("PGandE"), whose principal place of business is located at 77 Beale Street, in the City and County of San Francisco, State of California, claims money from the City of Lodi ("City"), a municipal corporation, in the amount, computed as of the date of presenting this claim, of \$504,536.71, plus interest at the maximum rate permitted by law.

Claimant entered into a written contract with the City on or about April 1, 1970, whereby the claimant agreed to sell and the City agreed to buy all the electricity required by the City for its own use and for resale to its customers. This contract has been amended in ways not relevant to this controversy.

1 The April 1, 1970, contract is now, and at all
2 times herein mentioned was, in full force and effect.

3 Pursuant to said contract, during the month of May
4 1982, claimant delivered and sold its electric power and
5 energy to the City in the amounts demanded by the City.

6 As a consequence thereof the City became indebted
7 to claimant in the total sum of \$704,058.21.

8 Bills in this amount, copies of which are attached
9 hereto, were presented to the City on or about June 17,
10 1982.

11 Said bills are now past due, but the City has
12 unlawfully refused and failed to pay \$504,536.71 of said
13 amount. Accordingly, claimant submits this claim pursuant
14 to the provisions of California Government Code section 910
15 for the amount of said past due unpaid bills plus interest
16 at the maximum rate permitted by law from July 2, 1982.

17 To the best of claimant's information and belief,
18 the public employees responsible for the City's refusal and
19 failure to pay its debts to claimant are Henry A. Graves,
20 David K. Curry, and Fred M. Reid.

21 Claimant is informed and believes that the City
22 will refuse to pay subsequent bills for electric power and
23 energy and that the City will incur further indebtedness to
24 claimant. Pursuant to Government Code section 910.2, each
25 regular bill or invoice for such continued sale of

26 ///

1 electricity, to the extent that it is not paid, shall
2 constitute an additional claim.

3 By presenting this claim, and any future claims,
4 PGandE does not concede that it is required to file such
5 claim or claims, and does not intend to waive any rights it
6 may have to have the issue adjudicated.

7 Please send all notices to:

8 Charles T. Van Deusen, Esq.
9 Arthur L. Hillman, Jr., Esq.
10 John N. Frye, Esq.
11 Joshua Bar Lev, Esq.
12 Shirley A. Sanderson, Esq.
13 P.O. Box 7442
14 San Francisco, California 94120

15 Dated: July 27, 1982.

16 Shirley A. Sanderson
17 Attorney for Claimant
18 PACIFIC GAS AND ELECTRIC COMPANY
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26

PG&E Pacific Gas and Electric Company

7 COPIES

MAIL PAYMENTS TO
ADDRESS SHOWN ON
REVERSE SIDE OF BILL

Your Account Number	Service To
ZXFN2 49511-7	5 31 82

CITY OF LODI
ATTN DAVE CURRY
UTILITY DEPT
221 WEST PINE ST
LODI CA 95240

XF

ZXF #7
N2
49511-7

VARIOUS LOCATIONS
LODI CA 95240

PLEASE
PAY THIS
AMOUNT

\$688665.97

211

Please return this portion with payment - Bring entire bill when making payment in office.

When making inquiries contact
our office at:

12 WEST PINE ST
LODI CA 95240
369-3535

CITY OF LODI
ATTN DAVE CURRY
VARIOUS LOCATIONS
LODI CA 95240
FPC SCHEDULE R 1
EXP-M

PG&E

Your Account Number
ZXFN2 49511-7

MAY, 1982

*GAS THERMS = DIFFERENCE BETWEEN
METER READINGS TIMES MULTIPLIER

Service Schedule
R IND PWR

Type of Service	SERVICE PERIOD		Billing Days	METER READINGS		Reading Difference	Multiplier	Gas Therms Elec kWh	AMOUNT
	From	To		Prior	Present				
ELEC RKVA	4 30	5 31	31					14082295 229872	774067.88

STATE SURCHARGE EXEMPT

BILLING DEM 42154
CREATED DEM 42154
PREV HI DEM 68161
PREV HI DEM MO JUN

TOTAL CURRENT CHARGES 774067.88
PREVIOUS BALANCE 740777.55
5/28 PAYMENT-THANK YOU 602601.12-
ADJUSTMENT 222837.58-
INTEREST 740.76-

TOTAL AMOUNT NOW DUE \$688665.97

BILL PERIOD	DAYS	GAS THERMS BILLED	ELECTRIC kWh BILLED	PER DAY
THIS MONTH THIS YEAR			NOT AVAILABLE	

COMPARE YOUR AVERAGE DAILY USE WITH LAST YEAR

ZXFN2
49511-7

81-4482

THIS BILL IS NOW DUE AND PAYABLE

EXHIBIT

C-9

PG and E Pacific Gas and Electric Company

7 COPIES

MAIL PAYMENTS TO
ADDRESS SHOWN ON
REVERSE SIDE OF BILL

Your Account Number	Service To
ZXFN1 49511-9	5 31 82

1539224

CITY OF LODI
ATTN DAVE DURRY
UTILITY DEPT
221 W PINE ST
LODI CA 95240

XF

ZXF #8
N1
49511-9

VARIOUS LOCATIONS
LODI CA 95240

PLEASE
PAY THIS
AMOUNT

15392.24

181

Please return this portion with payment - Bring entire bill when making payment in office.

When making payments contact
our office at:

12 WEST PINE ST
LODI CA 95240
369-3535

CITY OF LODI
ATTN DAVE CURRY
VARIOUS LOCATIONS
LODI CA 95240
EXP-M

PG and E

Your Account Number

ZXFN1 49511-9

MAY, 1982

*GAS THERMS = DIFFERENCE BETWEEN
METER READINGS TIMES MULTIPLIER

Rate Schedule			
R	IND PWR		
Type of Service	Service Period From	To	Billing Days
ELEC RKVA	4:30	5:31	31

METER READINGS		Reading Difference	Gas Therms	AMOUNT
Prior	Present		Elec. KW Hr	
			272687	14963.85
			0	

STATE SURCHARGE EXEMPT

TOTAL CURRENT CHARGES	14963.85
PREVIOUS BALANCE	14701.80
ADJUSTMENT	4264.93-
05/28 PAYMENT-THANK YOU	10000.00-
INTEREST	8.48-
TOTAL AMOUNT NOW DUE	15392.24

BILL PERIOD	DAYS	GAS THERMS BILLED	APPROX. METER READING	BLENDER CUBIC FEET BILLED	FEET PER DAY
THIS MONTH THIS YEAR	31		272687	18795	
THIS MONTH LAST YEAR			NOT AVAILABLE		

COMPARE YOUR AVERAGE DAILY USE WITH LAST YEAR

ZXFN1
49511-9

81-4483

THIS BILL IS NOW DUE AND PAYABLE

EXHIBIT

C-4

RECEIVED

1982 NOV -1 PM 3:18

1 Claim of
2 PACIFIC GAS AND ELECTRIC COMPANY,

3 Claimant,

4 vs.

5 CITY OF LODI, a municipal
6 corporation.

) ALICE M. REIMCHE CLAIM FOR
) CITY MONEY FOR NONPAYMENT
) CITY OF LODI
) OF BILLS
) (Gov. Code § 910)

7
8
9
10 TO: MS. ALICE M. REIMCHE
11 CLERK OF THE CITY OF LODI
12 City Hall
221 West Pine Street
Lodi, California 95241

13
14 PLEASE TAKE NOTICE that Pacific Gas and Electric
15 Company ("PGandE"), whose principal place of business is
16 located at 77 Beale Street, in the City and County of San
17 Francisco, State of California, claims money from the City
18 of Lodi ("City"), a municipal corporation, in the amount,
19 computed as of October 27, 1981, of \$3,654,308.20, plus
20 interest at the maximum rate permitted by law.

21 Claimant entered into a written contract with the
22 City on or about April 1, 1970, whereby the claimant agreed
23 to sell and the City agreed to buy all the electricity
24 required by the City for its own use and for resale to its
25 customers. This contract has been amended in ways not
26 relevant to this controversy.

EXHIBIT D

1 The April 1, 1970, contract is now, and at all
2 times herein mentioned was, in full force and effect.

3 Pursuant to said contract, during the months of
4 May, June, July, August and September 1982, claimant
5 delivered and sold its electric power and energy to the City
6 in the amounts demanded by the City.

7 As a consequence thereof the City became indebted
8 to claimant in the total sum of \$3,654,308.20.

9 Said amount is now past due, but the City has
10 unlawfully refused and failed to pay of said amount.
11 Accordingly, claimant submits this claim pursuant to the
12 provisions of California Government Code section 910 for
13 said past due amount plus interest at the maximum rate
14 permitted by law.

15 To the best of claimant's information and belief,
16 the public employees responsible for the City's refusal and
17 failure to pay its debts to claimant are Henry A. Graves,
18 David K. Curry, and Fred M. Reid.

19 Claimant is informed and believes that the City
20 will refuse to pay subsequent bills for electric power and
21 energy and that the City will incur further indebtedness to
22 claimant. Pursuant to Government Code section 910.2, each
23 regular bill or invoice for such continued sale of
24 electricity, to the extent that it is not paid, shall
25 constitute an additional claim.

26 ///

1 By presenting this claim, and any future claims,
2 PGandE does not concede that it is required to file such
3 claim or claims, and does not intend to waive any rights it
4 may have to have the issue adjudicated.

5 Please send all notices to:

6 Charles T. Van Deusen, Esq.
7 Arthur L. Hillman, Jr., Esq.
8 John N. Frye, Esq.
9 Joshua Bar Lev, Esq.
10 Shirley A. Sanderson, Esq.
11 P.O. Box 7442
12 San Francisco, California 94120

13 Dated: October 27, 1982.

14 Shirley A. Sanderson
15 Attorney for Claimant
16 PACIFIC GAS AND ELECTRIC COMPANY

17
18
19 Received November 1, 1982

20 Alice M. Reimche
21 Alice M. Reimche
22 City Clerk
23 City of Lodi
24
25
26