



# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Marnie Mendoza · Mayor Pro Tem Sean Lomen  
Councilmembers · Kim Douglass · Trinity Burruss · Joe Fatula

## **AMENDED** SPECIAL MEETING AGENDA

July 16, 2020

Special Session: 10:00AM

**This meeting will be performed via TELECONFERENCE**

Join via ZOOM on a computer or mobile device by visiting

<https://us02web.zoom.us/j/84893834270>

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### 1 OPEN SESSION

- 1A. Call Open Session to Order
- 1B. Pledge of Allegiance
- 1C. Roll Call

### 2 PUBLIC COMMENT

#### 2A. Open Public Comment

*Members of the audience are permitted to address the Council on matters of concern to the public within the subject matter jurisdiction of the City Council that are not listed on this agenda. Please make your comments as brief as possible; not to exceed three (3) minutes in length. The Council cannot act on items not included on this agenda; however, if action is required it will be referred to staff.*

### 3 COUNCIL BUSINESS

#### 3A. **PG&E Microgrid Station Sublet Agreement and Union Pacific Railroad Consent to Sublease Staff Presentation: Wes Heathcock, City Manager**

**Action:** Discuss and consider adopting Resolution \_\_-2020 authorizing the City Manager to enter into a PG&E Microgrid Station sublet agreement and the Union Pacific Railroad Consent to Sublease for 7 North Main Street.

### 4 ADJOURNMENT

I, Jaclyn Collier, City Clerk for the City of Colfax declare that this agenda was posted at Colfax City Hall and the Colfax Post Office. The agenda is also available on the City website at [www.Colfax-ca.gov](http://www.Colfax-ca.gov).

Jaclyn Collier, City Clerk

Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered to the City Clerk of the City of Colfax at, or prior to, said public hearing.



Colfax City Council Meetings are ADA compliant. If you need special assistance to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

July 16, 2020

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# Staff Report to City Council

## FOR THE JULY 16, 2020 SPECIAL CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** PG&E Microgrid Station Sublet Agreement and Union Pacific Railroad Consent to Sublease

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Discuss and consider adopting Resolution \_\_-2020 authorizing the City Manager to enter into a PG&E Microgrid Station sublet agreement and the Union Pacific Railroad Consent to Sublease for 7 North Main Street.

### Summary/Background

The City of Colfax experienced extended power interruption from the PG&E Public Safety Power Shutoff (PSPS) during the fall of 2019. The duration of power interruption extended intermittently during the month of October. PG&E has stated PSPS events are an ongoing reality for an undetermined amount of time. In response to the PSPS event moving forward, staff has been working with PG&E and Union Pacific since January 2020 to get a Microgrid Station placed within the city limits.

Microgrid Station is a pre-installed interconnection hub (PIH) site for portable generators to provide the community power during the PSPS event. The Microgrid Station will consist of installation of power connection junctions, overhead power lines, and concrete pad to support the 2 generators that will produce enough electricity for the majority of the community. The image below is representative of the Microgrid Station set-up with the exception that the Colfax PIH location will have a hard surface treatment – asphalt and concrete.



The area of the Microgrid Station power distribution is limited to the Tier 1 fire-threat areas within the City of Colfax. The Microgrid Station will provide power to approximately 90% of the incorporated city limits where PG&E has designated the power distribution lines are within the Tier 1 fire-threat area and are contiguous to the

Microgrid Station distribution point. PG&E will install disconnect points at the appropriate power termination locations to isolate the resiliency zone (Microgrid power distribution area).

In order to finalize the PIH Microgrid Station, council will need to approve the attached sublet agreement between the City of Colfax and PG&E and authorize the Union Pacific Railroad consent to sublease. The sublet agreement between the City of Colfax and PG&E will automatically renew annually unless either party provided notification to terminate the sublet agreement.

**Fiscal Impacts**

PG&E has accepted the financial obligation to install and maintain the PIH Microgrid Station for duration of the agreement.

**Attachments:**

1. Resolution \_\_-2020
2. PG&E Microgrid Station Sublet Agreement
3. Union Pacific Railroad Consent to Sublease

**City of Colfax**  
**City Council**

Resolution No. \_\_-2020

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**AUTHORIZING THE CITY MANAGER TO ENTER INTO A PG&E MICROGRID STATION SUBLET AGREEMENT AND THE UNION PACIFIC RAILROAD CONSENT TO SUBLEASE FOR 7 NORTH MAIN STREET**

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**WHEREAS**, The City of Colfax experienced extended power interruption from the PG&E Public Safety Power Shutoff (PSPS) during the fall of 2019; and,

**WHEREAS**, PG&E has stated PSPS events are an ongoing reality for an undetermined amount of time; and,

**WHEREAS**, PG&E is proposing to install a pre-installed interconnection hub Microgrid Station at their expense; and,

**WHEREAS**, the Microgrid Station sublet agreement and Union Pacific Railroad consent to sublease for 7 North Main Street are ready for council approval.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to enter into a Microgrid Station sublet agreement and the Union Pacific Railroad Consent to Sublease for 7 North Main Street.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Special Council Meeting of the City Council of the City of Colfax held on the 16<sup>th</sup> of July 2020 by the following vote of the Council:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

**ATTEST:**

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**Jaelyn Collier, City Clerk**

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**Marnie Mendoza, Mayor**

## **Attachment 2**

### **SUBLEASE AGREEMENT**

This Sublease Agreement ("**Sublease Agreement**") is made and entered into this 17<sup>th</sup> day of July, 2020 (the "**Effective Date**") by the CITY OF COLFAX, hereinafter called "**CITY**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**." CITY and PG&E may hereinafter each be referred to as "Party" and collectively be referred to as "Parties".

#### **R E C I T A L S:**

A. CITY leases from Union Pacific Railroad Company (hereinafter called "**UPRR**") the certain real property commonly known as Freight Depot, located at 7 North Main Street, Assessor's Parcel Number 006-071-007-000, hereinafter called the "**Property**," located in the City of Colfax, County of Placer, State of California.

B. PG&E desires to partner with CITY in connection with a temporary microgrid Pre-Installed Interconnection Hub ("**PIH**") to provide temporary generation to portions of Colfax during Public Safety Power Shutoff Events ("**PSPS Events**") as defined in Section 3 below.

C. The Parties desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with the PIH Program.

NOW, THEREFORE, for good and valuable consideration, CITY and PG&E agree as follows:

#### **A G R E E M E N T**

1. Sublease Area. The real property that is the subject of this Sublease Agreement is described and depicted in Exhibit "A" (the "**Sublease Area**")

2. Grant of Sublease. Subject to the terms and conditions set forth in this Sublease Agreement, CITY grants PG&E and its employees, contractors, agents and representatives ("**PG&E's Representatives**"), the right to use the Sublease Area in connection with the PIH, together with rights of ingress and egress to and from the Sublease Area.

3. Use. PG&E and PG&E's Representatives may enter the Sublease Area for purposes of establishing and placement of a PIH, which will allow quick connection of temporary generation to provide electricity to portions of the City of Colfax during PSPS Events or other pre-arranged use. ("**PG&E's Activities**"). For purposes of this Sublease Agreement, PSPS Events refer to the existence of conditions that results in the shutoff of power for public safety.

CITY acknowledges that PG&E's Activities will include installation of the following equipment within the Sublease Area, as depicted on Exhibit "A", which will remain on site for the duration of the Term, as defined in Section 4 below: underground ground grid with conduits and equipment pads and a transformer and recloser or interrupter at grade level ("**Fixed Equipment**"). CITY also acknowledges that the following materials may be placed on the Sublease Area on the days leading up to, during, and the days after PSPS

## Attachment 2

Events: electrical cables, spill containment kits, temporary fencing, portable toilets, engine-generators, load banks, fuel tanks, diesel fuel and lubrication oil for temporary generators or any other equipment deemed necessary to operate the PIH (“**Temporary Generation Equipment**”). PG&E shall give CITY at least 24 hours' prior notice of the date and time that PG&E needs to access and use the Sublease Area for placement of the Temporary Generation Equipment.

4. Term. This Sublease Agreement shall commence on August 1, 2020 (“**Commencement Date**”) and unless sooner terminated as provided in this Sublease Agreement, shall extend for one year; and thereafter, shall automatically be extended from year to year. The sublease granted herein shall be revocable at the option of either CITY or PG&E, provided that the revoking Party provides at least one hundred and eighty (180) days' written notice of the revocation to the other Party.

5. Use of Sublease Area.

- (a) As Is. To CITY'S current actual knowledge, the Property complies with all laws, including the Americans with Disabilities Act and other accessibility laws. PG&E accepts the Sublease Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Sublease Area. PG&E may request CITY to perform alterations, repairs, or improvements to the Sublease Area, but PG&E understands and agrees that CITY shall not be obligated to make any such alterations, repairs or improvements at any time.
- (b) Restoration. PG&E shall exercise reasonable care in the conduct of PG&E's Activities in the Sublease Area. Upon PG&E's ceasing to use the Sublease Area PG&E shall remove Fixed Equipment and Temporary Generation Equipment, as well as all vehicles and personal property of PG&E and PG&E's Representatives, remove all debris and waste material resulting from PG&E's Activities, and repair and restore the Sublease Area as nearly as possible to the condition that existed prior to the Commencement Date of the Term.
- (c) Safe Condition During PSPS Events. PG&E, at PG&E's sole cost and expense, shall maintain the Sublease Area in a good, clean, safe and sanitary condition during the Term of this Sublease Agreement.
- (d) Lawful Use Only During PSPS Events. PG&E shall not use the Sublease Area or permit anything to be done in or about the Sublease Area that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the Sublease Area. PG&E shall not allow the Sublease Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the Sublease Area.
- (e) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the

## Attachment 2

Property in connection with PG&E's use or PG&E's Activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

6. Notices. All notices under this Sublease Agreement shall be sent by email to the addresses set forth in Exhibit "B". In addition, CITY will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in Exhibit "B". Exhibit "B" shall be updated as needed to reflect current names and contact information.

7. Indemnity. PG&E shall indemnify, defend and hold harmless CITY and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") which arise from or are connected with PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this Sublease Agreement, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of CITY or PG&E; (ii) injury to property or other interest of CITY and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. However, this indemnity shall not extend to that portion of such loss or damage that shall have been caused by CITY's comparative negligence or willful misconduct. The indemnification obligations of PG&E under this Section 8 shall survive the expiration or earlier termination of this Sublease Agreement.

8. Insurance. PG&E shall at all times during the Term of this Sublease Agreement self-insure in accordance with Exhibit "C".

9. Miscellaneous.

- (a) Governing Law. This Sublease Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.
- (b) Attorney's Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.
- (c) No Waiver. Any waiver with respect to any provision of this Sublease Agreement shall not be effective unless in writing and signed by the Party against whom it is asserted. The waiver of any provision of this Sublease Agreement by a Party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this Sublease Agreement.
- (d) Counterparts. This Sublease Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

## Attachment 2

- (e) Authority. Each party to this Sublease Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this Sublease Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.
- (f) Exhibits. Exhibits A, B and C attached to this Sublease Agreement are a part hereof and are incorporated herein by this reference.
- (g) Electronic Signatures. This Sublease Agreement may be executed by electronic signatures (for example, by using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this Sublease Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this Sublease Agreement as if it were an original manually executed signature page.
- (h) Successors and Assigns. This Sublease Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of each party.
- (i) Entire Agreement. This Sublease Agreement supersedes all previous oral and written agreements between and representation by or on behalf of the Parties and constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Sublease Agreement may not be amended, except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Sublease Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

**PG&E:**

**PACIFIC GAS AND ELECTRIC COMPANY, a**  
California Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY:**

**CITY OF COLFAX:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit "A"**  
**Sublease Area**



Exhibit A

**Exhibit "B"**  
**Notices**

Notices to CITY:

Any notice to CITY, including the notice to be given pursuant to Section 2 of the Sublease Agreement, shall be sent to \_\_\_\_\_ at the following email address:  
\_\_\_\_\_.

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

1. Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

2. Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

3. Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Notices to PG&E:

Any notice to PG&E, including the notice pursuant to Section 2 of the Sublease Agreement shall be sent to:

PACIFIC GAS AND ELECTRIC COMPANY  
245 Market Street, N10A, Room 1015  
P.O. Box 770000  
San Francisco, California 94177

With a copy to:

Jamie Guillen, Principal Right of Way Agent at the following email address: [Jamie.Guillen@pge.com](mailto:Jamie.Guillen@pge.com)

**Exhibit "C"**  
**Insurance Certificate**



EORM & Insurance Department  
245 Market Street / N4S  
4<sup>th</sup> Floor  
San Francisco, CA 94105

**STATEMENT OF SELF-INSURANCE PROGRAM**

May 1, 2019

**Issued to:** To Whom It May Concern

**Re:** Insurance requirements for Pacific Gas and Electric Company (PG&E) to use the location for a Community Resource Center in the event of a Public Safety Power Shutoff (PSPS) event.

This letter certifies PG&E is insured under a major risk management program with large self-insured retentions. The program provides coverage for the insurance types and limits reflected in the agreement which includes:

Commercial General Liability: \$5,000,000 each occurrence / \$5,000,000 aggregate  
Employer's Liability: \$1,000,000 each accident  
Business Auto Liability: \$1,000,000 each accident

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

This letter shall remain in effect until the termination of the agreement.

\*Please note a certificate of insurance is not applicable when an entity is self-insured, such as PG&E, and note there is no expiration date.



JANAIZE MARKLAND  
Director of EORM & Insurance  
Pacific Gas & Electric Company

## Attachment 3

Consent to Sublease  
Form App. 8/86 AVP-Law

Audit: 207277  
Folder: 1671-16

### **CONSENT TO SUBLEASE**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Union Pacific Railroad Company**, (hereinafter the "Lessor"), and **CITY OF COLFAX**, a California Municipal Corporation, with mailing address at P. O. Box 702, Colfax, California 95713 (hereinafter the "Lessee") and **PACIFIC GAS & ELECTRIC COMPANY**, a California company, with mailing address at 1850 Gateway Blvd., 7042B, Concord, California 94520 (hereinafter the "Sublessee").

#### **RECITALS:**

By lease dated October 9, 1998, identified in the records of the Lessor as Agreement Audit No. 207277 (hereinafter the "Basic Lease"), along with all Supplemental Leases, the Lessor is leasing to the Lessee certain premises of the Lessor at Colfax, California, as shown in the Basic Lease and Supplemental Leases.

The Lessee desires to sublease to the Sublessee all or a portion of the premises covered by the Basic Lease, and the Lessee and the Sublessee desire the Lessor's consent to such subleasing. The Lessor is willing to give such consent on the following terms and conditions.

#### **AGREEMENT:**

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

#### **Article 1. TERM, PURPOSE, OBLIGATIONS OF LESSEE AND SUBLESSEE.**

In consideration of the covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the Lessor hereby consents to the leasing by the Lessee to the Sublessee of all or any portion of the premises of the Lessor covered by the Basic Lease for all or any part of the period commencing August 1, 2020, and extending for a term concurrent with the term of the Basic Lease to be used by the Sublessee for placement of a pre-installed interconnection hub to provide temporary generation of power to portions of the city of Colfax during public safety power shutoff events, this consent being made subject to the following terms and conditions:

- A. All of the covenants, terms and conditions of the Basic Lease and Supplemental Leases shall continue, be and remain in full force and effect, and the Sublessee, with respect thereto, covenants and agrees with the Lessee and the Lessor jointly and severally to keep and perform the obligations of the Basic Lease on the part of the Lessee to be kept and performed and to be bound in the same manner as the Lessee by the provisions contained in the Basic Lease, but nothing herein contained shall be deemed to release the Lessee from keeping and performing all the terms, covenants, and conditions by the Lessee to be kept and performed under the Basic Lease or to release the Lessee from any of the Lessee's liabilities or obligations thereunder.

## Attachment 3

In the event Sublessee's use of the premises will differ from that of Lessee's, it is understood that the purpose of the Basic Lease shall be modified, with respect only to the subleasing herein contemplated, to conform with Sublessee's use of the premises as described in Article I.

- B. In the event that the Sublessee contemplates using any other appurtenant facilities or trackage used by Lessee, the Sublessee further covenants and agrees with the Lessee and the Lessor, jointly and severally, that the Sublessee will keep and perform the obligations of any agreement now or hereafter in existence between the Lessor and the Lessee covering such appurtenant facilities or trackage and to be bound in the same manner as the Lessee by all the provisions contained in such other agreement(s). It is understood and agreed, however, that nothing herein contained shall be deemed to release the Lessee from keeping and performing all the terms, covenants and conditions by the Lessee to be kept and performed under any such other agreement(s), or to release the Lessee from any of the Lessee's liabilities or obligations thereunder.
- C. The Lessee and the Sublessee shall be privileged to make such further covenants between themselves respecting the premises the subleasing of which is contemplated herein as shall not be inconsistent with the Basic Lease.

### **Article 2.     NO FURTHER SUBLETTING OR ASSIGNMENT.**

The parties hereto agree that nothing herein contained shall be deemed or construed to authorize the Lessee or the Sublessee further to let or sublet the leased premises, or further to transfer or assign any interest in the Basic Lease or sublease without the written consent of the Lessor first had and obtained.

### **Article 3.     SPECIAL PROVISION – INSURANCE.**

A. At all times during the term of this Lease, Lessee shall, at Lessee's sole cost and expense, procure and maintain the following insurance coverage:

General Public Liability providing bodily injury, including death, personal injury and property damage coverage with combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000.00). This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement, severability of interests, and name Lessor as an additional insured. If coverage is purchased on a 'claims-made' basis, it shall provide for at least a three (3) year extended reporting or discovery period, which shall be invoked if insurance covering the time period of this Agreement is canceled.

B. Lessee shall furnish Lessor with certificate(s) of insurance, **identifying Folder No. 01671-16**, evidencing the required coverage and, upon request, a certified duplicate original of the policy. The insurance company issuing the policy shall notify Lessor, in writing, of any material alteration including any change in the retroactive date in any 'claims-made' policies or substantial reduction of aggregate limits, or cancellation at least thirty (30) days prior thereto. The insurance policy shall be written by a reputable insurance company or companies acceptable to Lessor or with a current Best's Insurance Guide Rating of B and Class VII or better, and which is authorized to transact business in the state where the Premises are located.

C. Lessee hereby waives its right of subrogation under the above insurance policy against Lessor for payment made to or on behalf of employees of Lessee or its agents or for loss of its owned or

**Attachment 3**

leased property or property under its care, custody and control while on or near the Premises or any other property of Lessor. Lessee's insurance shall be primary with respect to any insurance carried by Lessor.

**Article 4. ADMINISTRATIVE HANDLING FEE**

Lessee shall pay to Lessor Five Hundred (\$500.00) as an administrative fee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_  
Senior Manager – Real Estate

**CITY OF COLFAX**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Lessee)

**PACIFIC GAS & ELECTRIC COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Sublessee)