

JANUARY 23, 2017

Pacific Gas and Electric Company  
Angus Coyle  
Director, Gas Operations Programs  
Pacific Gas and Electric Company  
6121 Bollinger Canyon Rd  
San Ramon, CA 94583  
Stewart.Coyle@pge.com

Dear Mr. Coyle:

Letter Agreement for Tree Removal

This letter shall be our Agreement ("Letter Agreement") regarding the removal of trees in the City of Lafayette ("City") by and between Pacific Gas and Electric Company ("PG&E") and the City.

PG&E is conducting a community pipeline safety initiative to ensure that first responders and safety crews have immediate access to their pipelines in an emergency and to ensure that their pipelines are not being damaged. PG&E has warranted that tree roots may cause damage to pipes by exposing them to corrosion. In an effort to prevent this potential damage, PG&E is proposing to remove a number of trees within the City.

PG&E and City disagree regarding whether PG&E is required to obtain a discretionary permit under the provisions of the City's Tree Protection Regulations, codified at Chapter 6-17 of the Lafayette Municipal Code. In an effort to ensure that the community pipeline safety initiative may proceed and to protect the health, safety and general welfare of the community, City is willing to process PG&E's application to remove certain trees under Lafayette Municipal Code section 6-1705(b)(5) on the condition that PG&E provides all information required by the City's Tree Protection Regulations, pays all in-lieu mitigation fees for removed trees and otherwise complies with the terms and conditions of this Letter Agreement.

PG&E hereby agrees to pay the mitigation required by the City's Tree Protection Regulations, codified at Chapter 6-17 of the Lafayette Municipal Code, as a condition of removing trees within the City. PG&E shall secure any and all ministerial approvals, permits, and documents required to perform any work contemplated under this Letter Agreement, including encroachment permits, at PG&E's sole cost and expense. PG&E shall provide all information required by the City's Tree Protection Regulations in the form specified by City staff.

PG&E and City recognize and agree that the parties disagree about whether PG&E is subject to the Tree Protection Regulations. The City is willing to process community pipeline safety initiative under Lafayette Municipal Code section 6-1705(b)(5) given the clear public safety implications of the community pipeline safety initiative. However, PG&E understands and agrees that City may insist that PG&E comply with all applicable provisions of the Tree Protection Regulations for future projects.

PG&E shall not assign any of its rights nor transfer any of its obligations under this Letter Agreement without the prior written consent of the City. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. All representations, covenants and warranties set forth in this Letter Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

This Letter Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County.

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No waiver of any default under this Letter Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel or otherwise.

There are no intended third party beneficiaries of any right or obligation assumed by the parties.

If any portion of this Letter Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

The parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Letter Agreement.

**CITY OF LAFAYETTE**

**PACIFIC GAS AND ELECTRIC COMPANY**

Approved By:



Signature

Steven Falk  
City Manager

3-28-17

Name

Date

Title

Date

January 23, 2017  
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**CITY OF LAFAYETTE**

**PACIFIC GAS AND ELECTRIC COMPANY**

*Approved By:*

  
Signature

\_\_\_\_\_  
Steven Falk  
City Manager

ANGUS COYLE  
Name

\_\_\_\_\_  
Date

DIRECTOR  
Title

4/26/17  
Date