



PARADISE IRRIGATION DISTRICT

6332 Clark Road, Paradise CA 95969 | Phone (530)877-4971 | Fax (530)876-0483

AGENDA

SPECIAL MEETING PARADISE IRRIGATION DISTRICT BOARD OF DIRECTORS 6332 CLARK ROAD, PARADISE, CA 95969

WEDNESDAY, SEPTEMBER 4, 2019 – 4:00 PM

1. OPENING
 - a. Call to Order
 - b. Public & Board Members; please silence your cell phones
 - c. Roll Call
2. PUBLIC PARTICIPATION:

Individuals will be given an opportunity to address the Board regarding matters not scheduled on the agenda, although the Board cannot take action on any matter not on the agenda. Comments will be limited to 5 minutes per speaker. Opportunity for public comment on agenda items will be provided at the time they are discussed by the Board with comments limited to 5 minutes per agenda item.
3. BUSINESS ITEMS FOR CONSIDERATION:
 - a. Approval of easement with PG&E to allow undergrounding of utilities on PID owned roads. *Action may be taken.*
 - b. Contract Approval for Underground Locator Services: Approval of and authorize the District Manager to execute agreements with UtiliQuest for underground locator services, and with PG&E to fund the UtiliQuest contract. *Action may be taken.*
 - c. Approval of Memorandum of Understanding to participate in a feasibility study for Ridge/Valley Intertie concept. *Action may be taken.*
4. ADJOURNMENT

RECORDING REQUESTED BY AND RETURN TO:

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

AGENDA ITEM 3.a. (Pages 2-7)
Approval of Easement with PG&E - Undergrounding
of Utilities on PID Owned Roads

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____
☐ This is a conveyance where the consideration and
Value is less than \$100.00 (R&T 11911).
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale
☐ Exempt from the fee per GC 27388.1 (a) (2); This
document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD#

EASEMENT DEED

PARADISE IRRIGATION DISTRICT, a irrigation district organized and operating pursuant to Division 11 of the California Water Code, hereinafter called Grantor, hereby grants for good and valuable consideration to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, and PACIFIC BELL TELEPHONE COMPANY, a California corporation, doing business as AT&T CALIFORNIA (AT&T), its associated and affiliated companies, its and their successors, assigns, lessees and agents, hereinafter collectively called Grantee, the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth in the Town of Paradise, County of Butte, State of California, described as follows:

(APN: See attached EXHIBIT "A")

All those parcels of land situate in Sections 2, 10, 11, 12, 13, 14, 15, 22, 24 and 27, Township 22 North, Range 3 East & Sections 18 and 19, Township 22 North, Range 4 East, MDM further described as follows:

Any and all lands owned in fee by Paradise Irrigation District currently being used for public road purposes, including but not limited to, all roads shown on the PARADISE IRRIGATION DISTRICT ROADS LIST attached hereto and made a part hereof as EXHIBIT "A".

The easement area is described as follows:

The strips of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder.

Grantee agrees that upon completion of construction of its facilities on each street, it will at Grantee's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation and construction of said facilities.

Grantor reserves the right to use the Easement area for purposes which will not unreasonably interfere with the Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building, fence or other structure or any improvement that would in any manner or to any extent unreasonably impair or impede Grantee's use and enjoyment of the Easement and/or facilities.

Grantee shall not erect or construct any building, fence or other structure or improvement that would in any manner or to any extent impair or impede Grantor's use of the Easement.

Grantor and Grantee shall notify the other party should it have knowledge that a third party has or intends to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantee shall maintain the Property in good and safe condition and repair and shall comply with all applicable laws, rules and regulations. Grantee shall be solely responsible for obtaining all necessary permits, approvals, and authorizations required for its use of the Property and the operations conducted thereon. Grantee shall ensure that all construction debris, equipment and materials related to Grantor's use of the Property are removed from the Property upon completion of construction and that the Property is re-graded and re-paved in accordance with Town of Paradise standards.

INDEMNIFICATION

Grantee shall indemnify and hold Grantor harmless against any liability, loss, or claim for injury to or damage to persons and the property of third persons arising out of Grantee's use and exercise of the easement rights acquired herein, except to the extent caused by Grantor's negligence or willful misconduct or that of Grantor's agents or other persons for whom Grantor is legally responsible.

Grantor shall indemnify and hold Grantee harmless against any liability, loss, or claim for injury to or damage to persons and the property of third persons arising out of Grantor's exercise of its easement rights retained herein, except to the extent caused by Grantee's negligence or willful misconduct or that of Grantee's agents or other persons for whom Grantee is legally responsible.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Pacific Gas and Electric Company pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

PARADISE IRRIGATION DISTRICT

By:_____

Its:

Dated: _____, _____.

PACIFIC GAS & ELECTRIC COMPANY

By:_____

Its:

Dated: _____, _____.

**PACIFIC BELL TELEPHONE COMPANY,
a California corporation, doing business as
AT&T CALIFORNIA (AT&T)**

By:_____

Its:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2019, before me, _____, Notary Public, personally appeared _____ 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.

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

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COUNTY OF _____)

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Notary Public

P.I.D. ROADS

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PARADISE IRRIGATION DISTRICT

TO: Board of Directors

FROM: Kevin Phillips, District Manager

DATE: 9/3/2019

**RE: Contract Approval for Underground Locator Services
September 4, 2019, Special Board of Directors Meeting**

Underground Service Alert (USA) is a service that is offered to the public to locate all underground utilities before someone digs. PG&E is in the process of undergrounding all of its electrical and replacing a large majority of its gas mains. PG&E is also pulling new services for any new construction in town. All of these activities require the District to locate its water infrastructure within 48 hours of notification. Based on PG&E's work plan, this would require the District to dedicate at least 4 fulltime employees to perform locating only.

PG&E has offered to pay for a locating firm to handle all the District's locating services. This includes all locations for PG&E projects, as well as all other USA requests. The District would contract with the locating firm and PG&E would reimburse the District for 100% of the cost.

The recommended form of motion is:

"I move approval of and authorize the District Manager to execute agreements with UtiliQuest for underground locator services, and with PG&E to fund, in total, the UtiliQuest contract subject to legal review."

**AGREEMENT BETWEEN THE COUNTY OF BUTTE, PARADISE IRRIGATION DISTRICT
AND THE CALIFORNIA WATER SERVICE COMPANY REGARDING
THE INTERTIE FEASIBILITY STUDY**

This Agreement establishing the cooperation among the County of Butte, Paradise Irrigation District and the California Water Service Company, collectively referred to as the “Parties”, is made and entered into and effective upon the date when the last Party signs this Agreement (“Effective Date”).

WHEREAS, Paradise Irrigation District (PID) is a local public agency that provides drinking water for the customers in and around the Town of Paradise; and

WHEREAS, the 2018 Camp Fire destroyed the homes and businesses of approximately ninety percent of PID’s customers; and

WHEREAS, the rebuilding of the Town of Paradise will take years and during the rebuilding period, PID’s water supply, water treatment plant, and facilities may be underutilized and considered a stranded asset; and

WHEREAS, the County of Butte is a Member Agency of the Vina Groundwater Sustainability Agency (GSA); and

WHEREAS, the Vina GSA must develop and implement a groundwater sustainability plan that will include projects that will achieve groundwater sustainability for the Vina subbasin and in compliance with the Sustainable Groundwater Management Act; and

WHEREAS, the California Water Service Company supplies water in their service area in the Vina subbasin; and

WHEREAS, the California Water Service Company has an interest in projects that are economically viable for its customers that will improve groundwater sustainability conditions; and

WHEREAS, an intertie project that would supply California Water Service with Paradise Irrigation District water may provide a dual benefit of (1) keeping Paradise Irrigation District financially viable and (2) improve groundwater sustainability in the Vina subbasin (“Project”); and

WHEREAS, a feasibility study is necessary to better understand Project potential and help determine whether it could be mutually acceptable to the Parties; and

WHEREAS, West Yost Associates has proposed a scope of work for the feasibility study proposal under a time and materials contract, not to exceed \$143,800 and to be completed by February 2020; and

NOW THEREFORE, for good and valuable consideration, it is in the mutual interest of the Parties that the feasibility study be undertaken and the Parties agree to the following:

1. The Parties will act as equal partners overseeing the execution of the feasibility study and any decisions regarding changes, additions or modifications to the feasibility study, including but not limited to scope or payment, must be mutually agreed to by all Parties in writing;
2. Butte County will execute and administer the contract with West Yost Associates;
3. The Parties agree to contribute to the actual cost of conducting the feasibility study as follows:

Butte County 50%, not to exceed \$72,000
 Paradise Irrigation District 25%, not to exceed \$35,900
 California Water Service Company 25%, not to exceed \$35,900

4. California Water Service Company will submit a payment to Butte County of its 25% share, not to exceed \$35,900 upon completion of the feasibility study or by March 1, 2020; whichever is later.
5. Paradise Irrigation District will submit a payment to Butte County of its 25% share, not to exceed \$35,900 by June 1, 2020.

IN WITNESS WHEREOF, the Parties hereto, pursuant to authorizations of their respective governing boards, have caused their names to be affixed by their proper and respective officers as the date of execution of this Agreement.

PARADISE IRRIGATION DISTRICT

COUNTY OF BUTTE

 Date: _____
 Kevin M. Phillips
 District Manager

 Date: _____
 Steve Lambert, Chair
 Board of Supervisors

REVIEWED AS TO FORM
 BRUCE S. ALPERT
 BUTTE COUNTY COUNSEL

By _____ Date _____

CALIFORNIA WATER SERVICE COMPANY

 Date: _____