

AGENDA

FALL RIVER VALLEY COMMUNITY SERVICES DISTRICT REGULAR BOARD MEETING

March 13, 2024, at 6:00 PM

District Office, 24850 Third St., Fall River Mills, CA 96028

Mission:

The Fall River Valley CSD is committed to providing quality municipal services to the residents of the Fall River Valley in a reliable, professional, cost effective, and environmentally conscious manner.

CALL TO ORDER

ROLL CALL OF DIRECTORS

PUBLIC COMMENT: Any member of the public may address the Board relating to any matter within the Boards' jurisdiction that is NOT on today's agenda. Pursuant to the Brown Act (Govt. Code Section 54950 et. seq.) action or Board discussion cannot be taken on public comment matters other than receive comments and, if deemed necessary, to schedule the matter on a subsequent Board Agenda.

(A) Action Item

(D) Discussion Item

(I) Information Item

APPROVAL OF MINUTES: Approval of Minutes for Regular Meeting on 2/14/2024 (D) (I) (A)

COMMUNICATIONS: None

CONSENT AGENDA: None

REPORTS:

Chairman Report: Tyler DeWitt

Parks & Rec Report: Amber Beck

Treasurers Report: Amber Beck

Approve Invoices (I) (D) (A)

Operations Report: Bill Rodeski

Manager Report: Cecil Ray

OLD BUSINESS:

- Consider acceptance of PG&E License Agreement for the Fall River Lions Park (LD# 2137-05-10017) (D) (I) (A)

NEW BUSINESS:

- Consider Resolution 2024-02 – Interfund Account - Journal Entries (D) (I) (A)
- Sewer Town Hall Meeting (D) (I) (A)

ADJOURNMENT OF MEETING

REGULAR BOARD MINUTES
FALL RIVER VALLEY COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING

February 14, 2024

CALL TO ORDER:

Chairman DeWitt called the Regular Board Meeting to Order at 6 pm

ROLL CALL OF DIRECTORS:

Director's present: DeWitt, O'Connor, Hendrix, Lopez

Director's absent: None

VISITORS: None

PUBLIC COMMENT: None

APPROVAL OF MINUTES:

- ❖ A motion was made by Director O'Connor to approve the regular board meeting minutes from 1/17/2024. Director Hendrix seconded, and the motion passed unanimously with a vote of 4 ayes (DeWitt, Hendrix, O'Connor, Lopez)

APPROVAL OF INVOICES:

- ❖ Director Lopez made a motion to Approve and pay the invoices for the month. Director O'Connor seconded, and the motion passed unanimously with a vote of 4 ayes (DeWitt, Hendrix, O'Connor, Lopez)
- ❖ **Chairman's Report**
 - None
- ❖ **Parks Report**
 - Two Rivers Park (Copied from written report)
 - Plans continue for the Pavilion and Restroom to be constructed in the spring.
 - Amber is working with Gregory Engineering on the details and contracts for both the pavilion and restroom.
 - Purchasing the pavilion from Romtec out of Oregon (funded by the Stewardship Enhancement Grant)
 - They will handle design, fabrication and installation
 - The pavilion will be 20' x 30' steel with a metal roof
 - Planning to hire a local contractor to wrap the beams with rock, which will coordinate with the restroom.
 - Purchasing the restroom from CXT (funded by the CA Per Capita Grant)
 - Like Romtec they will handle design, fabrication and installation.
 - The building will be a 10'6' x 12' single ADA restroom with a separate utility area which will also house the controls for the irrigation system.
 - The District will hire a contractor to prepare the sites for installation
 - Preliminary photos and plans available in the office

REGULAR BOARD MINUTES
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- A request for \$76,013 was submitted for reimbursement to the CA Natural Resources Agency for the Green Infrastructure Grant.
 - There has been another change in grant administrator (the third time this year), so this has delayed the reimbursement.

- Fall River Lions Community Park
 - The board will vote on the Use Agreement that PG&E presented us with for the park.
 - Thank you letter to the Lions - Tom
 - Will bring to the next board meeting for singing

- ❖ **Treasurers Report** (Copied from written report)
- **Revenue**
 - Operating revenue was \$59,992, which was about \$7,000 under the budgeted amount.
 - Total Revenue was \$88,781 with Shasta County property tax revenue of \$28,770.
 - This is received in January and April, with this being the largest amount. It is split between the sewer and parks funds.
 - At 58% through the fiscal year, the budget is still looking OK with total revenue at 56%.

- **Employee Expenses**
 - Employee expenses were \$34,440, which was about \$1,000 under the budgeted amount.
 - The District now has a part time employee assisting with tasks assigned by the GM.

- **Operating Expenses**
 - The operating expenses were \$12,152, which was almost \$15,000 under budget.
 - This was mostly due to permit fee invoices being sent out late by the state

- **Summary**
 - Net income for the year, *after* depreciation and Grant activities is \$218,589
 - That is high because of grant activity

- ❖ **Operations Report** (Copied from written report)
 - Love joy on #2 pump at booster station had to be replaced.
 - Got a vise mounted on the f450 and fire extinguisher mounted in it.
 - The operations team attended 2 classes in Roseville traffic control and trenching and excavation Joseph needed these classes to complete the Professional development program through JPIA. As well as being very beneficial to us on how to safely work near the road and in trenches.
 - Bill Rodeski is studying for his backflow tester certificate which is later this month.
 - Joseph Huston Is studying for his D3 test.
 - DOT and CA numbers for the f450 are in progress waiting on the government to get back to us. We need the DOT number to get the CA number.
 - Got Flashing LED lights on the back of the Dodge working.
 - Hung a road closed sign for winter at the park for Amber.

REGULAR BOARD MINUTES
FALL RIVER VALLEY COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING

- Fire Hydrants have been flushed, and meters have been read and the drought report is completed for January.
- Water loss for the month was 9 GPM, this is a 0% change from last month.
- Bacti samples for the month were negative.

❖ **Manager Report** (Copied from written report)

General Comments:

- **Continuing Education:** Bill Rodeski and Joseph Huston attended a two day seminar hosted by JPIA, our insurance carrier in Roseville. Safety was the focus for traffic control, trenching, and shoring during excavations. Bill will be attending a 5-day training and examination for Backflow Preventer certification to aid us in our compliance with DDW requirements. Joseph is scheduled to test for a water Distribution Level 3 certificate in the coming weeks.

Administrative:

- **Bridge Loan** -Rural Community Assistance Corporation – RCAC – Once we need this loan just prior to the construction phase of this project we have everything in place to proceed through our contact Mike Archer.
- **LAFCO – 2021 Annexation** – This annexation is complete with the State Board of Equalization and the LAFCO Board. We may be able to obtain some reimbursement for our costs from Shasta County since we annexed parcels that are owned by the County. We have sent a bill to Shasta County for their portion of the costs and have yet to receive any funds or communication.

Grants:

- **Test Well Project @ Curve Street: UEI AR 6376 – TA Grant – Sac State: Grant Engineer: Randy Marx**
 - The Test Well is complete except for pouring a concrete apron around the casing at the surface and safety capping the well. The well is constructed with screened and gravel packed casing from 650 ft to 550 ft bgs (below ground surface). From 550 ft bgs to above the surface is solid casing with bentonite and concrete sealing material around casing.
 - Bonnie Lampley, Hydrogeologist, is certain the well is fully developed as it relates to quality and quantity.
 - DDW required Water Samples have been taken and we are still awaiting the results.
 - Preliminary indications are the pH exceeds the DDW required limits and sulfur does exist which results in a hint odor of hydrogen sulfide.
 - Treatment for hydrogen sulfide is possible, but we do not have funds for that required infrastructure.

Alternatives:

- We have funds within the grant to drill a second well which the State seems acceptable to them.
- From some initial field water testing of water from the Fall River Cemetery Well which has a depth of 250 ft bgs in stratum very similar to what we drill through on the Test Well it is possible if we drill a second well to depth above the 500 ft level, we may locate quality water. The quantity may be reduced but could be an acceptable solution.
 - Once we receive all water test results from the Test Well and the Fall River Cemetery Well jointly with all consultants and the funding agency, we will proceed to develop an action plan in our search for a second water source for the district.
- **“Fall River Valley Well Infrastructure Project”:** DWR (Department of Water Resources): **Grant Manager: Tara George** -

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- The design has stopped until we know what well we will be using.

- **Wastewater System Expansion (McArthur) Project:**
 - In response to our postal mailers requesting “Letters of Intent” to connect to the proposed sewer system we have received approximately 70% replies with a few negatives. We are continuing to reach out with help from supportive community members to add to the positives.
 - I am suggesting we have another Town Hall Meeting on Wednesday 13 March 2024, 7:00 PM, Lions Hall, McArthur with Pace Engineering in attendance. I have community members that are willing to speak supportively as they see this community project as a long term benefit to existing homes, businesses, and school as well as the only way any growth will happen.
 - In addition, we could host another smaller Town Hall after Sunday Mass in Fall River Mills to explain the project to our Spanish-speaking community.

- **Water System Improvement Project: -**
 - **Changes: Project has now been moved to Small Community Drinking Water Unit**
 - **New Project Manager: Francine Fua**
 - This planning grant is on track to have an agreement in place in the second quarter of 2024. We continue to respond to their need for additional application/agreement information details.

- **McArthur Well – “Well No. 1 Improvements”: DWR, Lead Person: Ashley Gilreath with AnnMarie Ore as her direct Supervisor**
 - Tomorrow will be a Zoom meeting with 100% Plan review for this project with Pace and RCAC which is managing the generator funding. Our goal is to have a complete bid package out to bid in 4-6 weeks.

- **Backup Generator Funding Program: RCAC Grant Lead Person: Andrew Reynolds (NEW)**
 - McArthur Well Improvement and combined design with this generator is proceeding. 100% Electrical Design is completed for review.

- **Pine Grove Mobile Home Park: UEI AR 6644 – TA Grant – Sac State: Grant Engineer: Randy Marx**
 - UEI has contracted internally within Sac State to have property owners within the triangle of Lewis Rd, Williams Rd and Hwy that lie outside the PGMHP to find out if they want to connect to the FRVCSD water system if it was offered to them. Depending upon their response this may expand the scope of the project. Pace Engineering is under contract with UEI to proceed with the design once the scope of the project is defined from this survey. I have a Zoom call tomorrow to progress finalizing consultant contracts and Sam McGill who will be doing the survey.

- **Equipment Purchase - US Department of Agriculture (USDA) Partial Grant Funded**
 - The new F-450 Ford Service Truck delivered over a month ago is being used and outfitted by Joe and Bill for our operations.

Projects:

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- **Blueprints/Record Plans/Documents:**
 - I have hired Gerald Stone as a part-time assistant to continue the task of organizing all existing plans for the district. All known hard copies will be scanned, reprinted if needed for quick examination, and digitally stored on the district server for easy access. A huge job, but he is making progress.

- **McArthur Well IH Standby Engine Rehab:**

Rehab Continues – Progressing at a slow pace.

OLD BUSINESS: None

NEW BUSINESS:

- ❖ Consider Ordinance 2024-01 – Bidding Procedures Under the Uniform Public Construction Cost Accounting Act
 - Ordinance opting into the California Uniform Public Construction Cost Accounting Act
 - As discussed at the December 2023 board meeting
 - The Board reviewed the Act and benefits of opting in
 - Director Hendrix made a motion to approve Ordinance 2024-01. Director O’Connor seconded, and the motion passed unanimously with a vote of 4 ayes (DeWitt, Hendrix, O’Connor, Lopez)

- ❖ Consider Acceptance of PG&E License Agreement for the Fall River Lions Park
 - Table until March to give legal counsel time for review

Regular Meeting Adjourned at 6:30 PM

Submitted,

Cecil D. Ray
Board Secretary and General Manager

Tyler DeWitt
Board President

Parks Report

March 13, 2024

❖ Two Rivers Park

- Plans continue for the Pavilion and Restroom to be constructed in the spring.
 - Preliminary photos and plans available in the office
- A request for \$76,013 was submitted for reimbursement to the CA Natural Resources Agency for the Green Infrastructure Grant.
 - This reimbursement has taken a couple months, but it should be processed this week. Payment is usually 40-45 days after that.
- Stewardship Enhancement Grant
 - This grant is administered by the Sierra NV Conservancy
 - The grant administrator has moved to a new position
 - It appears that we may not have a dedicated administrator from now on.
 - Hoping this does not adversely affect reimbursements.
 - Submitted a reimbursement request in January for \$9,740
 - Waiting to hear back on progress of this reimbursement

❖ Fall River Lions Community Park

- The board will vote on the Use Agreement that PG&E presented us with for the park.
 - Finding PG&E's involvement may be helpful with maintaining the park
 - Spoke with Dave Miller, Hydro Support Land Agent from PG&E on March 5th regarding the agreement.
 - Dave assures us that this agreement will not create issues getting things done at the park or making small improvements. They support community enrichment and benefit.
 - An email to Dave or Cheryl at PG&E will be required, so they can keep a record of changes.
 - Dave will contact Alex Camy, PG&E Land Agent, about adding the area between the water and park to the landscape mitigation list.
 - This area is very overgrown and a fire danger.
 - Can also get trees trimmed, since they are within the PG&E area

OPERATIONS REPORT 03.13.24

❖ System

- Bill and Joseph helped the Maintenance team at the school district repair a gas leak located near the portable classrooms. .
- Bill and Joseph did an energy assessment walkthrough with Brian Hoffman from the CRWA. This assessment will hopefully provide the district with some money saving tips as well as avenues to pursue to acquire new equipment for the district.
- Working with Amber, Joseph has written a grant through the Burney Regional Community Fund to hopefully, get the district some much needed money for some safety equipment.
- Bill Rodeski attended a weeklong class in Sacramento to obtain his backflow certification, he successfully completed the class and passed his 2-part test. He is now officially licensed to test backflow devices in the state.
- Joseph Huston Is has been studying diligently for his D-3 test and has officially be3n given a test date, He is scheduled to sit on the 22nd of this month.
- DOT and CA numbers for the f450 are in progress waiting on the government to get back to us. We need the DOT number to get the CA number.
- Joseph has completed a 2-day Cal-OSHA class in Redding at the Centerville water district on safety. He has ensured that the district is up to code on all our safety needs and requirements.
- Bill and Joseph have completed the EAR report for the year.
- Bill and Joseph have been running well 2 off and on for the last 2 weeks to get some solid running numbers from this source. We have had success in this and feel confident that it is producing a quantity of water that is beneficial to the district.
- Fire Hydrants have been flushed, and meters have been read and the drought report is completed for January.
- Water loss for the month was 9 GPM, this is a 0% change from last month.
- Bacti samples for the month were negative.

❖ Summary

- Our goals for the month include .
- Complete the CCR for the year.
- Operator Huston passes his D-3
- Get DOT and CA numbers
- Begin the lead and copper inventory required by state

Treasurers Report

For February 2024

❖ **Revenue**

- Operating revenue was \$58,911.95, which was about \$5,700 under the budgeted amount.
- At 66% through the fiscal year, the budget is still looking OK with total revenue at 62%.
 - The revenue shortfall is in water. Customers are using less this year, and the trend may continue with the amount of rain we have been getting.
 - Both revenue and expenses are below budget. It is preferable to be above the budgeted amount in revenue, but it is difficult to predict how a rate increase is going to impact the budget.

❖ **Employee Expenses**

- Employee expenses were \$32,438, which was about \$2,800 under the budgeted amount.
 - 60% for the year

❖ **Operating Expenses**

- The operating expenses were \$15,322, which at the budgeted amount.
 - 65% for the year
 -

❖ **Total Expense are at 62% for the year**

❖ **Summary**

- Net income for the year, *after* depreciation and Grant activities is \$285,434
 - Without the grant activity the net income is \$52,150

Submitted by,
Amber Beck
Board Treasurer

INVOICES FOR FEBRUARY 2024

INVOICES FOR APPROVAL

VENDOR	DESCRIPTION	AMOUNT	Not Paid
Abila Mip	MIP Cloud - Annual	\$1,983.51	\$0.00
Amazon	Office Supplies/Field Tools	\$444.28	\$444.28
Ed Staub and Sons	Fuel	\$680.04	\$680.04
Highway Garage	Radiator Repair - Dodge	\$700.00	\$0.00
Joseph Huston	Cal OSHA Class - Mileage	\$138.02	\$138.02
Microsoft 365 Subscription - Annual	Additional License	\$150.00	\$150.00
Napa Auto	F-450 Accessories	\$179.61	\$179.61
PK Safety Online	02 Sensor for Portable Unit	\$166.52	\$0.00
Sabre Backflow	Repair and Calibrate Backflow Tester	\$233.01	\$0.00
SWRCB	D3 Water Exam for Joseph Huston	\$100.00	\$0.00
Valley Hardware	Shop Supplies	\$232.57	\$232.57
William Rodeski	Shoring and Traffic Control Class - JH and BR in SAC	\$1,979.40	\$0.00
William Rodeski	Business Lunch - Brian Hoffman CRWA	\$64.82	\$64.82
Woodssong Computing	Printer Error/ Updates/Scanner Issue/Computer Setup	\$925.00	\$0.00
Total		\$7,976.78	
Due as of 2/29/2024			\$1,889.34

PRE-APPROVED INVOICES

VENDOR	FOR	AMOUNT	Not Paid
EDD	February-24	\$1,186.43	\$0.00
Coastal - Printer Lease	February-24	\$351.24	\$0.00
F&M Bank - Solar Lease Payment	February-24	\$2,017.00	\$0.00
Frontier - Internet/Telephone	February-24	\$425.60	\$425.60
Internal Revenue Service	February-24	\$5,418.34	\$0.00
Joseph Huston - Cell Phone	February-24	\$35.00	\$0.00
JPIA - Dental/Vision/Life	February-24	\$551.28	\$0.00
Microsoft 365 Subscription - Annual	February-24	\$633.87	\$0.00
Pers - Employee Health	February-24	\$6,974.88	\$0.00
Pers Retirement	February-24	\$3,049.33	\$0.00
Pace Analytical- Water Testing	February-24	\$181.02	\$0.00
Pers Unfunded Liability	February-24	\$3,058.00	\$0.00
PG&E	February-24	\$2,973.50	\$0.00
Starlink	February-24	\$120.00	\$0.00
State Fund - Final Bill	February-24	\$59.73	\$0.00
William Rodeski - Cell Phone	February-24	\$674.86	\$0.00
Zoom	February-24	\$15.99	\$0.00
MIP Cloud 2 months	February-24	\$396.68	\$0.00
Cecil Ray - Stipened	February-24	\$300.00	\$0.00
Total		\$28,422.75	\$425.60
Due as of 2/29/2024			\$425.60

Grant Reimbursable - (Not Paid Includes Previous Invoices)

VENDOR	FOR	Current	Not Paid
Pace Engineering	McArthur Sewer Improvements	\$560.50	\$54,055.52
Pace Engineering	Well No. 1 Improvements	\$31,302.90	\$57,225.65
Pace Engineering	FRM Well No. 1	\$0.00	\$3,224.75
Total		\$31,863.40	\$114,505.92

Due as of 2/29/2024 **\$116,820.86**
Total Amount for the month:** **\$34,178.34**

Fall River Valley Community Services District
Aged Payables by Invoice Date - Aged Payables for BM
Aging Date - 2/1/2024
From 2/1/2024 Through 2/29/2024

Vendor Name	Invoice/Credit Description	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Amazon.com	Office Supplies/Field Tools	444.28	0.00	0.00	0.00	0.00	444.28
Ed Staub & Sons	Fuel Charges	680.04	0.00	0.00	0.00	0.00	680.04
Frontier Communications	Telephone/Internet	425.60	0.00	0.00	0.00	0.00	425.60
Joseph Huston	Cal OSHA Class	138.02	0.00	0.00	0.00	0.00	138.02
Microsoft	Additional Employee license	150.00	0.00	0.00	0.00	0.00	150.00
Napa Auto Parts	For F450 Truck	179.61	0.00	0.00	0.00	0.00	179.61
Pace Engineering	2268.07 McArthur Sewer Improvements	560.50	2,833.38	7,225.13	3,854.88	39,581.63	54,055.52
	2268.08 IRWM Well No. 1 Improvements	0.00	12,551.25	0.00	0.00	0.00	12,551.25
	2268.08 IRWM Well No. 1 Improvements	31,302.90	0.00	7,311.50	1,373.25	4,686.75	44,674.40
	2268.09 FRM Well No. 1 Improvements	0.00	768.75	1,762.00	694.00	0.00	3,224.75
Valley Best Hardware	Maintenance Supplies	232.57	0.00	0.00	0.00	0.00	232.57
William Rodeski	Reimbursement for Business Lunch - Brian Hoffman CRWA	64.82	0.00	0.00	0.00	0.00	64.82
Report Total		<u>34,178.34</u>	<u>16,153.38</u>	<u>16,298.63</u>	<u>5,922.13</u>	<u>44,268.38</u>	<u>116,820.86</u>

Fall River Valley Community Services District
Statement of Revenues and Expenditures - BM Budget vs Actual
From 2/1/2024 Through 2/29/2024

	February 2024 Actual	February 2024 Budget	Total Budget	YTD Actual (07/01/2023 - 02/29/2024)	YTD Percent Used
Revenue					
Operating Revenue					
Revenue-Utilities	58,342.73	63,960.62	895,073.90	553,322.17	61.81%
Outside/Container Revenue	0.00	0.00	12,750.00	8,900.85	69.81%
Utility Fees	569.22	625.00	7,600.00	5,180.24	68.16%
Total Operating Revenue	58,911.95	64,585.62	915,423.90	567,403.26	61.98%
Non Operating Revenue					
Taxes Revenue	14.03	0.00	50,542.13	33,305.42	65.89%
Interest Revenue	14.67	0.00	0.00	340.60	0.00%
Donations	0.00	0.00	0.00	525.00	0.00%
Miscellaneous	20.33	0.00	0.00	25.33	0.00%
Total Non Operating Revenue	49.03	0.00	50,542.13	34,196.35	67.66%
Total Revenue	58,960.98	64,585.62	965,966.03	601,599.61	62.28%
Expenses					
Employee Expense					
Wages	23,685.86	25,023.52	324,905.76	197,130.71	60.67%
Payroll Taxes	2,081.41	1,851.74	24,043.03	14,869.32	61.84%
Employee Health Insurance	5,772.24	6,309.00	69,663.00	43,043.16	61.78%
PERS- Retirement Compensation Insurance	1,517.75 (619.65)	1,719.05 385.00	23,732.01 5,050.00	13,049.43 2,429.87	54.98% 48.11%
Total Employee Expense	32,437.61	35,288.31	447,393.80	270,522.49	60.47%
Operating Expense					
PERS Unfunded Liability 1595	2,358.00	2,335.00	28,020.00	19,214.00	68.57%
Legal & Accounting	0.00	600.00	23,200.00	15,325.00	66.05%
Outside Services	3,109.01	1,824.00	21,889.20	11,383.06	52.00%
Permit Fees	0.00	696.00	17,375.00	10,568.88	60.82%
Association Dues	0.00	0.00	7,377.00	8,571.61	116.19%
Insurance	1,886.08	1,886.08	22,632.99	15,088.64	66.66%
Office Supplies	238.16	210.00	2,520.00	550.85	21.85%
Shop Supplies	0.00	220.00	2,640.00	1,431.73	54.23%
Postage	233.94	250.00	3,480.00	2,221.09	63.82%
Bank Fees	0.00	20.00	240.00	88.00	36.66%
Equipment Rental	0.00	100.00	1,200.00	196.02	16.33%
Equipment/Tools	439.13	200.00	2,400.00	1,748.98	72.87%
Water Tests	181.02	225.00	2,700.00	1,795.58	66.50%
Vehicle Expense	879.61	200.00	2,400.00	1,533.84	63.91%
Maintenance & Repairs	(1,252.83)	1,100.00	13,200.00	7,291.20	55.23%
Garbage Fees	0.00	40.00	480.00	29.62	6.17%
Interest Expense	222.34	223.00	14,626.00	13,236.36	90.49%
Software License & Hardware Maint	1,426.24	446.00	13,932.00	11,674.81	83.79%
Education	466.99	100.00	1,200.00	711.82	59.31%
Mileage	550.52	300.00	3,600.00	1,944.01	54.00%

Fall River Valley Community Services District
Statement of Revenues and Expenditures - BM Budget vs Actual
From 2/1/2024 Through 2/29/2024

	February 2024 Actual	February 2024 Budget	Total Budget	YTD Actual (07/01/2023 - 02/29/2024)	YTD Percent Used
Fuel	680.04	339.50	5,989.00	4,276.10	71.39%
Telephone/Internet	765.60	715.00	8,735.00	5,726.82	65.56%
Utilities	2,973.50	2,700.00	32,304.00	17,236.11	53.35%
Miscellaneous Expense	164.82	400.00	4,800.00	1,580.02	32.91%
Donation	0.00	0.00	0.00	412.50	0.00%
Total Operating Expense	15,322.17	15,129.58	236,940.19	153,836.65	64.93%
Total Expenses	47,759.78	50,417.89	684,333.99	424,359.14	62.01%
Net Income	11,201.20	14,167.73	281,632.04	177,240.47	62.93%
Asset Expense					
Depreciation					
Depreciation Expense	14,994.00	0.00	0.00	119,954.00	0.00%
Total Depreciation	14,994.00	0.00	0.00	119,954.00	0.00%
Amortization					
Amortized Expense	642.00	0.00	0.00	5,136.00	0.00%
Total Amortization	642.00	0.00	0.00	5,136.00	0.00%
Total Asset Expense	15,636.00	0.00	0.00	125,090.00	0.00%
Capital Activities					
Grant Revenue					
Grant/Loan Inflow	0.00	0.00	0.00	233,283.62	0.00%
Total Grant Revenue	0.00	0.00	0.00	233,283.62	0.00%
Total Capital Activities	0.00	0.00	0.00	233,283.62	0.00%
Net Income Including Grant Activities	(4,434.80)	14,167.73	281,632.04	285,434.09	101.35%

Fall River Valley Community Services District
Balance Sheet
As of 2/29/2024

	Current Year
Assets	
Current Assets	
Cash & Cash Equivalents	240,358.25
Accounts Receivable	174,528.01
Inventories	70,230.28
Prepaid Expenses	8,410.86
Total Current Assets	493,527.40
Long-term Assets	
Property & Equipment	3,449,794.00
Construction in Progress	1,170,391.95
Total Long-term Assets	4,620,185.95
Total Assets	5,113,713.35
Liabilities	
Short-term Liabilities	
Accounts Payable	116,820.86
Other Short-term Liabilities	2,001.75
Total Short-term Liabilities	118,822.61
Long-term Liabilities	
Long-term Liabilities (Lease/Loan)	658,004.75
Pension Liability	252,335.00
Total Long-term Liabilities	910,339.75
Other Accounts	
Balancing Accounts	74,785.23
Total Balancing Accounts	74,785.23
Total Other Accounts	74,785.23
Total Liabilities	1,103,947.59
Net Assets	
Beginning Net Assets	
Net Assets	3,629,001.67
Current YTD Net Income	285,434.09
Total Current YTD Net Income	285,434.09
Total Net Assets	3,914,435.76
Total Liabilities and Net Assets	5,018,383.35

Fall River Valley Community Services District

Statement of Cash Flows

As of 2/29/2024

	<u>Current Period</u>
Cash Flows from Operating & Non-Operating ...	
Changes in Accounts Receivables-Grants	75,051.65
Changes in Accounts receivable-Operations	1,024.66
Interest & Dividends Received	14.67
Sales	58,911.95
Miscellaneous Receipts	(0.01)
Payments to Employees & Suppliers	(54,701.11)
Total Cash Flows from Operating & Non-Oper...	<u>80,301.81</u>
Cash Flows from Investing Activities	
Net Cash from Purchase/Sale of Assets	0.00
Total Cash Flows from Investing Activities	<u>0.00</u>
Cash Flows from Financing Activities	
Net Cash from Long-term Debt Transaction	(1,794.66)
Total Cash Flows from Financing Activities	<u>(1,794.66)</u>
Beginning Cash & Cash Equivalents	
	<u>161,851.10</u>
Ending Cash & Cash Equivalents	<u><u>240,358.25</u></u>

Fall River Valley Community Services District
Check/Voucher Register
1020 - Operating Account-Checking
From 2/1/2024 Through 2/29/2024

<u>Check Number</u>	<u>Check Description</u>	<u>Vendor Name</u>	<u>Check Amount</u>
2024.02 Solar	Solar Lease Payment	Farmers & Merchants ...	2,017.00
4294	System Generated Check/Voucher	Cecil Ray	300.00
4295	System Generated Check/Voucher	Joint Powers Insuranc...	1,102.56
4296	System Generated Check/Voucher	Joseph Huston	35.00
4297	System Generated Check/Voucher	Napa Auto Parts	196.53
4298	System Generated Check/Voucher	Singleton Auman PC	1,300.00
4299	System Generated Check/Voucher	SWRCB	100.00
4300	System Generated Check/Voucher	Valley Best Hardware	149.44
4301	System Generated Check/Voucher	William Rodeski	850.46
4302	System Generated Check/Voucher	Woodssong Computing	925.00
4303	System Generated Check/Voucher	Highway Garage	700.00
4304	System Generated Check/Voucher	William Rodeski	1,125.50
DEBIT 10243107	O2 Sensor for Portable O2 Unit	PK Safety Online	166.52
DEBIT 3919	Repair and Calibrate Backflow Tester	Sabre Backflow LLC	233.01
EFT 0-550-206-992	Payroll Liabilities for 2024.02.09	Employment Develop...	811.86
EFT 0462982978...	Utilities	Pacific Gas & Electric	2,973.50
EFT 1-232-445-712	Payroll Liabilities for 2024.02.23	Employment Develop...	374.57
EFT 1000000174...	Retirement Contribution Plan - 27147 PD 2...	Public Employees Reti...	1,444.62
EFT 1000000174...	Retirement Contribution Plan - 27147 PD 2...	Public Employees Reti...	1,604.71
EFT 10414999	Fuel Charges	Ed Staub & Sons	194.95
EFT 1050-10002...	Cloud Setup Fees	Abila	1,875.00
EFT 1050-10002...	Cloud Subscription	Abila	198.34
EFT 1050-10002...	Annual	Abila	1,983.51
EFT 17421052	Employee Health	Public Employees Reti...	6,974.88
EFT 17437559	Unfunded Liability	Public Employees Reti...	2,358.00
EFT 18717684-2...	Internet	Starlink	120.00
EFT 1YF4-9XTD-...	January Order	Amazon.com	34.59
EFT 2401152-28	Water Testing	Pace Analytical Servic...	181.02
EFT 259347886	Supplies	Quill	152.31
EFT 259347886-2	Supplies - Pepto	Quill	14.34
EFT 35888588	Printer Lease plus extra Color pages	Coastal Business Syst...	351.24
EFT 62337280	Payroll Liabilities for 2024.02.23	Internal Revenue Serv...	2,756.16
EFT 81775383	Payroll Liabilities for 2024.02.09	Internal Revenue Serv...	2,662.18
EFT A27ZHDHS2...	Supplies	Amazon.com	182.23
EFT ASHNVKFV	Engineering - Parks (SCE Grant)	Gregory Engineering, ...	4,198.75
EFT ASHNVOA1	Engineering - Parks (Per Capita Grant)	Gregory Engineering, ...	625.00
PR202409	Employee: Beck; Pay Date: 2/9/2024	Amber Beck	2,150.92
PR202410	Employee: Huston; Pay Date: 2/9/2024	Joseph M. Huston	1,884.84
PR202411	Employee: Ray; Pay Date: 2/9/2024	Cecil D. Ray	1,649.60
PR202412	Employee: Rodeski; Pay Date: 2/9/2024	William D. Rodeski	1,945.04
PR202413	Employee: Stone; Pay Date: 2/9/2024	Gerald R. Stone	189.17
PR202414	Employee: Beck; Pay Date: 2/23/2024	Amber Beck	2,167.10
PR202415	Employee: Huston; Pay Date: 2/23/2024	Joseph M. Huston	1,939.12
PR202416	Employee: Ray; Pay Date: 2/23/2024	Cecil D. Ray	1,586.96
PR202417	Employee: Rodeski; Pay Date: 2/23/2024	William D. Rodeski	2,076.01
PR202418	Employee: Stone; Pay Date: 2/23/2024	Gerald R. Stone	288.25
Report Total			<u>57,149.79</u>

Resolution 2024-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE FALL RIVER VALLEY COMMUNITY SERVICES DISTRICT
INTERFUND ACCOUNT A I

Resolved, by the Board of Directors of the Fall River Valley Community Services District, that:

WHEREAS, the Fall River Valley Community Services District creates a Debit in general ledger (GL) account number 1300 every payroll process;

WHEREAS, the Fall River Valley Community Services District creates a Credit in GL account number 2199 every payroll process;

WHEREAS, the credits and debits cannot be directly adjusted due to the funds being credited and debited in each GL account as follows:

GL 1300 – Debits 9999 (Payroll Fund)

GL 1300 – Credits 4000 (Parks Fund – this is a one-time adjustment for 7/1/2023)

GL 2199 – Credits 2000 (Water Fund), 3000 (Sewer Fund) and 4000 (Parks Fund)

NOW THEREFORE BE IT RESOLVED that the Office Manager is authorized to create an interfund adjusting journal entry to clear out the interfund due to and due from GL accounts 1300 and 2199.

NOW THEREFORE BE IT RESOLVED that the first entry will be dated July 1, 2023.

NOW THEREFORE BE IT FURTHER RESOLVED that entries will be made at regular intervals determined by the Office Manager, so as the GL accounts have a zero balance at the end of each fiscal year.

PASSED AND ADOPTED by the Board of Directors of the Fall River Valley Community Services District at regular monthly board meeting held on the 13th day of March 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Cecil D. Ray

Board Secretary/General Manager

Tyler DeWitt

Board President

LD#: 2137-05-10017

LICENSE AGREEMENT FOR LANDSCAPING AND RECREATIONAL PURPOSES

This License Agreement for Agricultural Purposes (“**License Agreement**”) is made and entered into this _____ day of _____, 2024 (the “**Effective Date**”) by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and FALL RIVER VALLEY COMMUNITY SERVICES DISTRICT, a community services district formed under the California Community Services District Law (Government Code Sections 61000 et seq.), hereinafter called “**Licensee**.”

R E C I T A L S:

A. PG&E owns the real property commonly known as Fall River Mills, Assessor’s Parcel Number 018-540-012, State Board of Equalization No. 135-45-027A-1 hereinafter called the “**Property**”, located in the Town of Fall River Mills, County of Shasta, State of California.

B. Licensee wishes to perform routine maintenance on the existing softball field and associated lawn, gazebo, picnic tables and playground equipment, on a portion of the Property that is used with PG&E’s consent for recreational purposes as more fully described in Section 1, below, consisting of one (1) parcel of land containing approximately 1.60 acres, as shown on **EXHIBIT “A”** attached hereto and by this reference made a part hereof (the “**License Area**”).

C. PG&E is willing to grant such permission subject to the terms and conditions set forth herein.

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

1. Temporary Landscaping and Recreational License. Subject to the terms and conditions set forth in this License Agreement, PG&E grants to Licensee a temporary, personal, non-exclusive and non-possessory right and license to enter, and for Licensee to allow Licensee’s directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees (“**Licensee’s Representatives**”) to enter the License Area for the sole purpose of maintaining the lawns associated with the softball field and playground areas, maintaining existing facilities which include a gazebo, playground structures, picnic tables, and utilizing the License Area for outdoor recreational purposes in connection with Licensee’s operation of the Fall River Lions Community Park, hereinafter referred to as “**Licensee’s Activities**”. This License Agreement gives Licensee a license only and does not constitute a grant by PG&E of any ownership, leasehold, easement or other similar property interest or estate.

2. Term; Termination; Surrender. This License Agreement shall be for a term of ten (10) years, commencing on March 1st, 2024, and expiring February 28, 2034, unless sooner

terminated (the "Term"). **Provided, however, that PG&E may terminate this License Agreement, at any time, for any reason or no reason, including, without limitation, pursuant to the provisions of General Order No. 69-C of the California Public Utilities Commission (the "CPUC"), upon at least thirty (30) days' written notice to Licensee.**

(LICENSEE TO INITIAL HERE _____)

Upon the expiration or termination of this License Agreement, Licensee shall remove all of Licensee's structures and personal property, remove all debris and waste material resulting from Licensee's Activities, and repair and restore the Property as nearly as possible to the condition that existed prior to Licensee's entry hereunder to PG&E's satisfaction. As part of such restoration, at PG&E's election, Licensee shall remove all fencing and other improvements installed by Licensee. Licensee shall bear the entire cost of such removal and restoration, and PG&E shall have no liability for any losses or damages caused by or related to any termination of this License Agreement. In the event Licensee fails to remove Licensee's structures and personal property, debris or waste material or fails to repair or restore the Property within said thirty (30) day period, PG&E may elect to remove Licensee's structures and personal property, debris and waste material and to perform such repair or restoration as necessary and recover such costs and expenses therefor from Licensee. Licensee shall pay such costs and expenses within ten (10) days after receipt of an invoice therefor. Licensee further acknowledges that PG&E's right to terminate this License Agreement shall not be affected by any improvements which Licensee has made to the License Area regardless of the nature or extent of those improvements. Licensee understands and agrees that notwithstanding that Licensee may make a substantial investment in structures and personal property, Licensee shall not be entitled to any compensation whatsoever for the termination of this License by PG&E at any time for any reason on such written notice of at least thirty (30) days. Licensee's obligations under this Section shall survive the expiration or termination of this License Agreement.

3. Conservation Documents.

(a) PG&E and Licensee hereby enter into this License Agreement with reference to the following:

(1) PG&E is a party to that certain Settlement Agreement (the "**Settlement Agreement**") as modified and approved by CPUC in its Opinion and Order of December 18, 2003 (Decision 03-12-035).

(2) In furtherance of the Settlement Agreement, and to provide additional detail regarding the implementation of the "**Land Conservation Commitment**" (defined below), the parties to the Settlement Agreement and other interested parties entered into that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (the "**Stipulation**").

(3) The Settlement Agreement and the Stipulation (collectively, the "**Governing Documents**") require PG&E to ensure that approximately 140,000 acres of watershed lands and approximately 655 acres of land located in the Carizzo Plains, all owned by PG&E (collectively, the "**Watershed Lands**"), including the License Area, are conserved

for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses; and historic values. The obligations of PG&E with respect to the Watershed Lands are set forth in detail in Appendix E of the Settlement Agreement and in Section 12 of the Stipulation, and are defined therein as the "**Land Conservation Commitment**."

(4) Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation (the "**Stewardship Council**") was created to oversee and carry out the Land Conservation Commitment. In accordance with the Governing Documents, the Stewardship Council developed and adopted a land conservation plan (the "**LCP**") for protection of the Watershed Lands for the benefit of the citizens of California. The LCP includes, among other things, objectives to preserve and/or enhance the beneficial public values identified on each parcel of Watershed Lands.

(5) In addition to the LCP, the Stewardship Council developed a disposition package for the License Area (the "**Disposition Package**") in order to carry out the objectives of the LCP with respect to the License Area.

(6) PG&E has agreed that, subject to (A) CPUC approval under California Public Utilities Code Section 851, (B) approval by the Federal Energy Regulatory Commission (the "**FERC**") for lands subject to its jurisdiction, and (C) certain other requirements provided in the Governing Documents, every parcel of the Watershed Lands, including the License Area, has been subject to a fee simple donation or donations and/or conservation easement or easements donated by PG&E to one or more public agencies or qualified non-profit conservation organizations.

(7) In furtherance of the foregoing, PG&E (granted a conservation easement or easements (the "**Conservation Easement**") over the License Area to one or more public agencies or qualified non-profit conservation organizations (the "**Easement Grantee**").

(8) Concurrently with the conveyance of the Conservation Easement, (it is anticipated) that the Easement Grantee and PG&E (will/have) enter(ed) into a land management plan (as initially adopted, and as the same may be modified and replaced from time to time, the "**Land Management Plan**") to preserve and enhance the beneficial public values present at the License Area.

(b) Licensee acknowledges and agrees that, except as expressly set forth above, neither PG&E nor its officers, directors, employees or agents makes or has made any representations or warranties of any kind, express or implied, written or oral, as to the Governing Documents, the Land Conservation Commitment, the LCP, the Disposition Package, the Conservation Easement, the Land Management Plan, and the conveyances and agreements that PG&E has entered into pursuant to the foregoing (collectively, the "**Conservation Documents**"), the activities to be carried out pursuant thereto, or the potential physical, economic or other impact thereof on Licensee, the License Area, the rights and obligations of Licensee under this License Agreement or otherwise.

(c) Without in any way limiting PG&E's rights under Section 2 above, PG&E may terminate this License Agreement under Section 2 above, at any time, where PG&E determines such termination is or may be necessary or desirable to further the purposes of the LCP or the Land Management Plan. In addition, PG&E shall have the right to require modifications to Licensee's Activities to the extent necessary or desirable to preserve and enhance the beneficial public values present at the License Area in accordance with the Conservation Documents. Licensee acknowledges that, such modifications may result in Licensee being required to conduct, or refrain from conducting, certain activities currently permitted on some or all of the License Area and such modifications may materially impact Licensee economically and otherwise. In addition to the rights reserved under this License Agreement, PG&E and others permitted by the Conservation Documents shall have the right to temporarily or permanently construct on the License Area such new structures or other improvements as PG&E deems appropriate in PG&E's sole discretion to comply with the provisions of the Conservation Documents ("**LCP Facilities**"), and to reconstruct, maintain, operate and use the LCP Facilities. PG&E shall give Licensee at least thirty (30) days' prior written notice of PG&E's election to modify Licensee's use hereunder.

(d) If PG&E shall sell, convey or otherwise transfer fee title to the License Area, and assign the interest in this License Agreement concerning the License Area or any portion thereof, to one or more transferees, including, without limitation, any transfer or transfers described in this Section 3, PG&E shall thereupon be released from any and all covenants, liabilities and obligations (express or implied) on the part of PG&E under this License Agreement, accruing from or after the date of such sale, conveyance or transfer, and Licensee shall look solely to the transferee or transferees for performance of the obligations of PG&E under this License Agreement. This License Agreement shall not be affected by such sales, conveyances or transfers, except for such modifications set forth herein, and Licensee agrees to attorn to the transferee or transferees, such attornment to be effective and self-operative without the execution of any further instrument by the parties to this License Agreement. Under no circumstances shall PG&E be liable for any act or omission whatsoever of any Easement Grantee with regard to the Conservation Easement, the Conservation Documents or otherwise, as more specifically set forth in this Section 3. PG&E shall also have the right to reserve in any deed or by separate instrument, easements and other retained rights for PG&E's benefit upon any sale, conveyance or transfer of the License Area, or any portion thereof (the "**Reserved Easements**"), including, without limitation, easements and other rights of entry and use for the installation, replacement, use, operation, repair and maintenance of hydroelectric, water delivery and other existing or future facilities on the License Area or in connection with property in the vicinity of the License Area, for the investigation, remediation and mitigation of any Hazardous Materials and/or in connection with FERC requirements. Licensee hereby agrees that this License Agreement shall be subject to, and subordinate to, the Reserved Easements. Licensee agrees to take such reasonable actions, including but not limited to acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Section 3, and to further document the provisions of this License Agreement that will continue in effect between Licensee and PG&E, as a third party beneficiary.

(e) This Section 3 shall be self-operative and no further instrument of subordination shall be required. However, Licensee agrees to execute such documentation as may be reasonably requested by PG&E in order to carry out the terms of this Section 3.

(LICENSEE TO INITIAL HERE _____)

4. Improvements.

(a) Licensee's Improvements. PG&E hereby consents to any and all existing improvements, including a gazebo, playground structures and picnic tables on the License Area as of the Effective Date of this License ("**Licensee's Improvements**") unless Licensee has otherwise been previously notified in writing by PG&E, subject to any and all removal obligations set forth in this License and in the Rules and Regulations as defined in Sections 7(b) below. The Licensee's Improvements were constructed by Licensee or Licensee's predecessor-in-interest at their sole cost and expense, and Licensee's Improvements are owned by Licensee and will be deemed personal property of the Licensee and not part of the real property.

(b) Alterations. Licensee shall make no changes, additions, improvements or alterations to the Licensee's Improvements or License Area, including, but not limited to, remodeling, expanding or rebuilding of existing structures ("**Alterations**"), without in each instance submitting plans and specifications ("**Licensee Improvement Plan**") to PG&E and obtaining PG&E's prior written approval, which approval may be withheld at PG&E's reasonable discretion. Any such approved Alterations shall be made by Licensee in a good and workmanlike manner, in compliance with the Rules and Regulations as set forth in Section 7(b), and at Licensee's sole cost and expense. Any amendments to the Licensee Improvement Plan shall be subject to PG&E's review and approval, which approval shall be at PG&E's reasonable discretion. PG&E's review and approval of the Licensee Improvement Plan and any amendments thereto shall not create any liability of any kind on the part of PG&E or constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review and approval regarding such documents.

(c) Entitlements. Licensee shall have the right to process all applications, documents and other instruments or entitlements necessary or appropriate for the use of the License Area or for any Alterations to be constructed pursuant to the Licensee Improvement Plan. PG&E shall not be required to expend any sums, nor assume any liability, nor agree to any invasive testing, with respect thereto.

5. Fees. All fees associated with this License have been waived given the nature of the use and the public benefits of that use.

6. Condition of the Property. Licensee accepts the Property "as is", in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Property. Licensee acknowledges that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Property:

(a) electric and magnetic fields, electromagnetic fields, power frequency fields and extremely low frequency fields, however designated, whether emitted by electric transmission lines, other electrical distribution equipment or by any other means (“**EMFs**”);

(b) **Hazardous Substances** (as hereinafter defined). For purposes hereof, the term “**Hazardous Substances**” means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements, as defined herein, relating to the protection of human health or the environment, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof; or

(3) the presence of which on the Property poses or threatens to pose a hazard to human health or safety or to the environment; or

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls ("**PCBs**") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

- (d) other potentially hazardous substances, materials, products or conditions.

Licensee shall take reasonable precautions to protect Licensee's Representatives and Licensee's plantings or crops from risks of harm from Potential Environmental Hazards. Licensee acknowledges that it has previously evaluated the condition of the Property and the License Area and all matters affecting the suitability of the Property for the uses permitted by this License Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

7. Licensee's Covenants.

(a) Legal Compliance. Licensee agrees, at Licensee's sole cost and expense, promptly to comply, and cause all of Licensee's Representatives to comply, with (i) all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, (ii) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Licensee's use or occupancy of the Property; and (iii) any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Licensee has notice, which may be applicable to the Property (collectively, "**Legal Requirements**") regardless of when they become effective, insofar as they relate to the use or occupancy of the Property by Licensee. This License Agreement shall also be subject to any and all future environmental mitigation agreements with any federal, state or local entity or agency that may relate to the Property. The judgment of any court of competent jurisdiction, or the admission of Licensee in any action or proceeding against Licensee, whether or not PG&E is a party in such action or proceeding, that Licensee has violated any Legal Requirement relating to the use or occupancy of the Property, shall be conclusive of that fact as between PG&E and Licensee. Licensee shall furnish satisfactory evidence of such compliance upon request by PG&E.

(b) Rules and Regulations. Licensee agrees, at Licensee's sole cost and expense to comply with any and all on-site safety and security requirements and with all rules and regulations promulgated by PG&E, as such rules and regulations may be changed from time to time.

(c) Use of Property. Licensee agrees that Licensee shall not in any way interfere or permit any interference with the use of the Property by PG&E. Interference shall include, but not be limited to, any activity by Licensee that places any of PG&E's gas or electric facilities in violation of any of the applicable provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or of any other applicable provisions of the laws and regulations of the State of California or other governmental agencies under which the operations of utility facilities are controlled or regulated, including; but not limited to, the CPUC and the Federal Energy Regulatory Commission ("**FERC**").

(d) Licensee's Activities. Licensee agrees that Licensee shall conduct Licensee's Activities in such a manner so as to protect the Property, PG&E's utility facilities, the environment and human health and safety. If PG&E so requests, Licensee shall provide an environmental study, at Licensee's sole cost and expense, that specifies the potential impact of Licensee's Activities on the environment, and human health and safety. Licensee shall not make use of the Property in any way which will endanger human health or the environment, create a

nuisance or otherwise be incompatible with the use of the Property by PG&E or others entitled to use the Property. Licensee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of, the Property. Notwithstanding the foregoing, Licensee may store or use on the License Area (i) Hazardous Substances specifically authorized by PG&E, in PG&E's sole and absolute discretion and subject to whatever conditions PG&E may impose, pursuant to the Work Plan as described in Section 5(h) below, in the manner so authorized, (ii) gasoline, diesel or other fuel contained within the gas tanks of automobiles or trucks on the Property, and (iii) commonly used products, provided that Licensee uses such products in accordance with their instructions and in a safe manner. Licensee agrees to store and/or use all such authorized Hazardous Substances in compliance with all Legal Requirements. In the event PG&E determines that Licensee's Activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health or safety, PG&E may, in PG&E's sole discretion, require that Licensee halt Licensee's Activities until appropriate protective measures may be taken to eliminate such endangerment to PG&E's satisfaction. Licensee waives any claims against PG&E resulting from any delay under this paragraph. PG&E's right to halt activities under this section shall not in any way affect or alter Licensee's insurance or indemnity obligations under this License Agreement, nor shall it relieve Licensee from any of Licensee's obligations hereunder that pertain to health, safety, or the protection of the environment.

(e) Site Security. Licensee agrees that Licensee and Licensee's Representatives shall comply with any and all of PG&E's on-site safety and security requirements and any other rules and regulations that may be applicable to Licensee's Activities at the Property. Licensee agrees to cooperate with PG&E and to abide by any and all orders or instructions issued by PG&E, its employees, agents or representatives. PG&E reserves the right to restrict access to the Property in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E's facilities, wherever located, or otherwise when PG&E deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E's business operations located elsewhere than in the immediate vicinity of the Property.

(f) Non-Interference; Use Restrictions. Licensee agrees to coordinate Licensee's Activities to strictly avoid any interference with PG&E's use of the Property and any adjoining lands owned by PG&E. Licensee shall not park any vehicle in such a manner to restrict PG&E's access and shall not use the Property for overnight parking or storage of any vehicles, trucks or pieces of equipment. Other than equipment utilized on a temporary basis for maintenance and repairs, Licensee shall not allow any vehicles on the Property without PG&E's consent, which consent shall be in PG&E's sole and absolute discretion. Furthermore, Licensee agrees not to dispose of any personal property or materials of any kind, including but not limited to, any vehicles or pieces of equipment on the Property.

(g) Fencing. Licensee agrees to install, repair and maintain fencing and gates on the Property approved by PG&E and in the locations and in the manner reasonably required by PG&E. Licensee agrees to maintain all fencing in good and proper condition and repair to the reasonable satisfaction of PG&E. Licensee shall not erect any buildings, structures or other improvements or otherwise expand Licensee use on the Property without prior written approval and such approval is at the reasonable discretion of PG&E.

(h) Hazardous Materials; Work Plan. Licensee agrees to use, store or discharge on the Property, only fertilizers, pesticides or any other substances, for the control of insects, weeds, rodents or other vermin, that are approved in writing by PG&E as set forth below, in PG&E's sole and absolute discretion, prior to any release of such substances.

Licensee shall prepare a work plan for the review and approval of PG&E which describes in detail and with specificity the exact substances, including, but not limited to, all Hazardous Substances, proposed to be used on the Property and the proposed area of exposure and method of application (the "**Work Plan**"). The Work Plan will be submitted to the following person at PG&E for approval, Alex Camy at 3600 Meadowview Avenue, Redding CA 96002 (530) 720-3807. PG&E reserves the right to request Licensee to provide additional information, reports, studies or other documents not included in the Work Plan. Licensee acknowledges and agrees that PG&E's review of the Work Plan is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Work Plan is adequate or appropriate for any purpose, or complies with applicable Legal Requirements. Licensee and Licensee's Representatives shall not enter the Property nor commence any activity whatsoever on the Property without the prior written consent of PG&E to the Work Plan as set forth above, which consent shall be in PG&E's sole and absolute discretion. Licensee further shall conduct Licensee's agricultural or landscaping operations in accordance with good and prudent management and shall be responsible for the control of rodents, or other vermin, and for weed abatement as required by good business practices or by the Legal Requirements. Licensee shall not pile or burn any tree limbs, trimmings, brush or debris on the Property.

(i) FERC Project. Licensee acknowledges that the Property was acquired for, and is devoted to, hydroelectric purposes by PG&E and is a part of the FERC Project No. 2687 and this License Agreement is made subject to the right of PG&E to use the Property for such purposes; and to use the Property whenever in the interest of PG&E's service to the public it shall be deemed necessary to do so. Licensee agrees that Licensee's use of the Property shall not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use.

(j) Water Use. Licensee may not use any water from the Fall River or from any source other than Licensee's own water supply for irrigation purposes.

(k) Public Access. Licensee agrees to permit reasonable access across the License area to the general public.

8. Indemnification; Release.

(a) Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries, affiliates, and their officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), which arise from or are in any way connected with Licensee's Activities, or the entry on, occupancy or use of, the Property by Licensee or Licensee's

Representatives, or the exercise by Licensee of Licensee's rights hereunder, or the performance of, or failure to perform, Licensee's duties under this License Agreement, including, but not limited to, Claims arising out of: (i) injury to or death of persons, including, but not limited to, employees of PG&E or Licensee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (ii) injury to property or other interest of PG&E, Licensee or any third party; (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to the environment and including any liability imposed by law or regulation without regard to fault. Without limiting the generality of the foregoing, Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any labor performed on the Property by, or at the request or for the benefit of, Licensee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Licensee is obligated to indemnify or provide a defense hereunder, upon written notice from PG&E, Licensee shall defend such action or proceeding at Licensee's sole expense by counsel approved by PG&E, which approval shall be in PG&E's sole and absolute discretion.

(b) Licensee acknowledges that all Claims arising out of or in any way connected with releases or discharges of a Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Licensee's use or occupancy of the Property, Licensee's Activities or the activities of any of Licensee's Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including attorneys' fees and disbursements and any fines and penalties imposed for the violation of any Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above. The purpose of the foregoing indemnity is to protect PG&E and the Indemnitees from expenses and obligations related to Hazardous Substances on the Property to the fullest extent permitted by law. The Licensee's obligation to defend includes, but is not limited to, the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent.

(c) Licensee's use of the Property shall be at Licensee's sole risk and expense, and Licensee accepts all risk relating to Licensee's occupancy and use of the Property. PG&E shall not be liable to Licensee for, and Licensee hereby waives and releases PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to an occurrence on or about the Property, including, but not limited to, any damage to Licensee's plantings or crops.

(d) Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including attorneys' fees and costs), liabilities and damages resulting from the failure of Licensee, or any of Licensee's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in **EXHIBIT "B"**. If Licensee fails to so indemnify, defend or hold harmless any Indemnitee, then at PG&E's option, this License Agreement shall terminate, if such failure continues for five (5) days following the giving of written notice of termination to Licensee, unless within such time such failure is cured to the reasonable satisfaction of PG&E.

(e) The provisions of this Section 8 shall survive the expiration or termination of this License Agreement.

9. Reserved Rights. PG&E reserves the right to use the Property for any and all purposes whatsoever, including, without limitation, the right to use the Property for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so; provided that PG&E shall provide Licensee with at least seven (7) days' prior written notice before beginning any such use. Licensee shall not make use of the Property in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Property by PG&E or others entitled to use the Property.

10. Compliance; Safety; Insurance. Licensee shall obtain, at Licensee's sole cost and expense, any and all necessary permits, authorizations and approvals applicable to Licensee's Activities and to evidence compliance with all Legal Requirements. PG&E shall have a right to observe Licensee's Activities at any time to confirm Licensee's compliance with the requirements of this License Agreement and applicable Legal Requirements. PG&E shall have the right at any time to have a PG&E employee, environmental expert or other consultant make a detailed inspection of Licensee's practices. Licensee shall procure, carry and maintain in effect throughout the Term of this License Agreement, with respect to the License Area and the use, occupancy and activities of Licensee and Licensee's Representatives on or about the License Area, in a form and with deductibles acceptable to PG&E and with such insurance companies as are acceptable to PG&E, the insurance specified in **EXHIBIT "B"** and by this reference made a part hereof. All policies shall contain endorsements that the insurer shall give PG&E and its designees at least thirty (30) days' advance written notice of any change, cancellation, termination, failure to renew or lapse of insurance. Upon Licensee's execution of this License Agreement, and thereafter at least thirty (30) days prior to the expiration date of any policy, Licensee shall provide PG&E with evidence of the insurance coverage, or continuing coverage, as applicable, required by this License Agreement as more specifically set forth in **EXHIBIT "B"**. This License Agreement shall not become effective, and Licensee and Licensee's Representatives shall not enter the Property nor commence or conduct any activity whatsoever on the Property unless and until the insurance coverage required by this License Agreement is in effect and current proof of insurance has been provided to PG&E. Licensee is also responsible for the compliance of Licensee's consultants, contractors and subcontractors with the insurance requirements, provided that Licensee may, with PG&E's written consent in PG&E's sole and absolute discretion, permit Licensee's consultants, contractors and subcontractors to maintain coverages and limits lower than those specified, so long as the coverages and limits required by Licensee are commercially reasonable in light of applicable circumstances. Licensee's consultants, contractors and subcontractors shall not enter the Property nor commence any activity whatsoever on the Property without the insurance coverage required by this License Agreement being in effect and current proof of insurance having been provided to PG&E from each such consultant, contractor and subcontractor, respectively. Requirements of this Section and **EXHIBIT "B"** shall in no event limit the liability of Licensee under this License Agreement. PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time. In the event that Licensee or any of Licensee's Representatives fail at any time during the Term to procure, carry or maintain, the insurance required under this Section and **EXHIBIT "B"**, or fail to deliver such policies or certificates as required, PG&E may, at its option,

(i) procure such policies for the account of Licensee and Licensee's Representatives, and the cost thereof shall be paid by Licensee to PG&E within five (5) days after delivery to Licensee of an invoice therefor, and/or (ii) terminate this License Agreement, upon written notice to Licensee, in which event Licensee shall immediately vacate the Property and comply with the provisions concerning the condition of the Property on expiration or termination set forth in Section 2 above.

11. Additional Activities. Licensee shall not perform any activities beyond Licensee's Activities specifically authorized by this License Agreement without the prior written consent of PG&E, which consent shall be in PG&E's reasonable discretion, and the prior consent, to the extent required by applicable Legal Requirements, of any governmental authority having jurisdiction, including, but not limited to, the CPUC or the FERC.

12. Notices. Any notices hereunder shall be in writing and shall be personally delivered, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice. Any communication hereunder shall be in writing and can be personally delivered as described above or by email transmission.

If to PG&E by standard U.S. mail or by registered or certified mail or personal delivery or overnight courier, return receipt requested:

Pacific Gas and Electric Company
Land Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

With a copy to:

Pacific Gas and Electric Company
Law Department
P.O. Box 1018
Oakland, CA 94612-9991
Attn: Managing Counsel, Law Regulatory

Pacific Gas and Electric Company
Land Management
3600 Meadowview Avenue
Redding, CA 96002
Attn: Land Agent

If to Licensee:

Fall River Valley Community Services District
24850 3rd Street
Fall River Mills, CA 96028
Phone: (530) 336-5263

13. Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

14. Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended except by a written agreement executed by both parties.

15. Binding Effect. This License Agreement and the covenants and agreements herein contained shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns, subject to the limitations on assignment set forth in this License.

16. Destruction of the Improvements. If the Licensee Improvements and/or Alterations, or any portion thereof, are damaged or destroyed, this License shall not terminate and Licensee may, subject to PG&E's approval of its proposed restoration plan, which approval shall not be unreasonably withheld, elect to repair, restore or rebuild all or any portion of the Licensee's Improvements and/or Alterations damaged or destroyed. The proposed restoration plan must comply with the Rules and Regulations set forth in Section 7(b). PG&E shall not be obligated to repair, restore, or rebuild Licensee's Improvements and/or Alterations damaged or destroyed. Licensee shall have the option to terminate this License in the event Licensee elects not to repair, restore, or rebuild all or any portion of the Licensee's Improvements and/or Alterations damaged or destroyed; provided that Licensee shall remove all personal property as required under the terms and conditions of this License. PG&E shall have the right in PG&E's sole judgment to lower or raise water level of the River as necessary or appropriate in conjunction with PG&E's use of the Property for hydroelectric purposes, and in such event PG&E will not be liable to Licensee for any amount whatsoever with respect to any damage or destruction to Licensee's personal property including, without limitations Licensee's Improvements or Alterations. Licensee hereby indemnifies PG&E for any claim made by any third party who may have stored personal property on the Property. The storage of personal property on the Property is at Licensee's sole risk with full knowledge of the possibility of damage or destruction due to natural causes or due to the periodic fluctuation of the water level of the River by PG&E.

17. Assignment. This License Agreement is personal to Licensee, and Licensee shall not assign, transfer, convey or encumber the license and other rights herein granted or any portion thereof or interest herein.

18. Attorneys' 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 (of both in-house

and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings, and bankruptcy litigation. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this License Agreement. For purposes hereof, the reasonable fees of PG&E's in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E's Law Department.

19. No Waiver. Any waiver with respect to any provision of this License 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 License 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 License Agreement.

20. No Offsets. Licensee acknowledges that PG&E is executing this License Agreement in its capacity as the owner of real property, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of PG&E or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Licensee under this License Agreement. Further, Licensee covenants not to raise as a defense to Licensee's obligations under this License Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Licensee relating to this License Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, without limitation, attorneys' fees) arising from or in connection with PG&E's provision of (or failure to provide) electricity and natural gas.

21. No Dedication; No Third-Party Beneficiary. Nothing herein contained shall be deemed to be a gift or dedication of the Property or portion thereof to the general public, or for any public use or purpose whatsoever. The right of the public or any person, including Licensee and Licensee's Representatives, to make any use whatsoever of the License Area or any portion thereof, other than as expressly permitted herein or as expressly allowed by a recorded map, agreement, deed or dedication, is by permission and is subject to the control of PG&E in its discretion as specified herein. The provisions of this License Agreement are for the exclusive benefit of the parties and their successors and assigns and shall not be deemed to confer any rights upon any person, except such parties and their successors and assigns, subject to the limitations on assignment set forth in this License Agreement. No obligation of a party under this License Agreement is enforceable by, or is for the benefit of, any other third parties.

22. Captions. The captions in this License Agreement are for reference only and shall in no way define or interpret any provision hereof.

23. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

24. Condemnation. In the event of a condemnation of any part of the Property, this License shall terminate as to the part so taken. In the event of a condemnation of the entire Property, this License shall automatically terminate. PG&E shall be entitled to, and Licensee hereby waives and releases any claim for, any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, except that Licensee may receive any and all proceeds related to the Licensee's Improvements or Alterations installed by Licensee.

25. Severability. If any provision of this License Agreement shall be invalid or unenforceable, the remainder of this License Agreement shall not be affected thereby, and each provision of this License Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this License Agreement can be determined and effectuated.

26. Counterparts. This License Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each Party shall be entitled to rely upon executed copies of this License Agreement transmitted either by facsimile or a portable document format ("pdf") version by email to the same and full extent as the originals.

27. Survival. The waivers of claims or rights, the releases and the obligations of Licensee under this License Agreement to indemnify, protect, defend and hold harmless PG&E and other Indemnitees shall survive the expiration or earlier termination of this License Agreement, and so shall all other obligations or agreements of PG&E and Licensee hereunder which by their terms survive the expiration or earlier termination of this License Agreement.

28. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this License Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any liability, cost or expense to PG&E.

29. Electronic Signatures. This License Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a pdf version by email and such electronic signature(s) shall be deemed as original for purposes of this License Agreement and shall have the same force and effect as a manually executed original.

30. Authority; Execution; Conditions to Effectiveness. The parties and the individuals executing this License Agreement on behalf of the parties, each represent, by executing this License Agreement, that he or she is duly authorized to do so and to bind the respective party to its terms. The submission of this License Agreement for examination or execution does not constitute an approval of the terms herein, or an offer to license the License Area in accordance with the terms and conditions contained herein, and this License Agreement shall not become effective unless and until it has been executed and delivered by both PG&E and Licensee, and Licensee

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delivers to PG&E the current proof of insurance for Licensee and its consultants, contractors and subcontractors as set forth in Section 10 above.

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

“PG&E”

“Licensee”

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

FALL RIVER VALLEY COMMUNITY
SERVICES DISTRICT, a legal subdivision
of the State of California

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBITS “A” and “B” attached

Attach to LD: 2137-05-10017
Area, Region or Location: 6
Land Service Office: Redding
Line of Business: Hydro (24)
Business Doc Type: Conveyances Out
MTRSQ: 21.37.05.31.43
FERC License Number: 2687
PG&E Drawing Number: N/A
Plat No.: N/A
LD of Affected Documents: N/A
LD of Cross Referenced Documents: N/A
Type of interest: Licenses from PGE (68)
SBE Parcel: 135-45-027A-1
% Being Quitclaimed: N/A
Order or PM: 2047422
JCN: N/A
County: Shasta
Utility Notice Number: N/A
851 Approval Application No: N/A; Decision: N/A
Prepared By: dqmm
Checked By: S5GN
Approved By: SMTK
Revised by:

EXHIBIT A
LICENSE AREA



EXHIBIT B

INSURANCE REQUIREMENTS

Licensee shall procure, carry and maintain the following insurance coverage, and Licensee is also responsible for the compliance of Licensee's consultants, contractors and subcontractors with the insurance requirements:

A. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance “occurrence” form with no additional coverage alterations.
2. The limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, property damage and products and completed operations. Defense costs are to be provided outside the policy limits.
3. Coverage shall (a) by "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the Licensee or any other obligation or liability under the License Agreement, and (b) be endorsed to specify that the Licensee's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute to it.

A. Auto Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 “any auto”.
2. The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.

B. Workers’ Compensation and Employers’ Liability

1. Workers’ Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.
2. Employer’s Liability insurance shall not be less than \$1,000,000 for injury or death, each accident.

C. Additional Insurance Provisions

1. Upon execution of this Agreement, Licensee shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Licensee.
2. The certificate shall state that coverage shall not be changed, cancelled, terminated, failed to be renewed or lapsed, except after thirty (30) days prior written notice has been given to PG&E.

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3. The certificate must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to PG&E's Land Agent as specified under Notices in the body of the License Agreement.
4. PG&E may inspect the original policies or require complete certified copies, at any time.
5. Licensee shall furnish PG&E the same evidence of insurance for Licensee's agents, consultants, contractors or subcontractors as PG&E requires of Licensee, prior to entry onto the Property by such parties.